

LABOR-MANAGEMENT AGREEMENT

United States Department of Agriculture
Rural Development/New Jersey



American Federation of Government Employees
Local 2831



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ARTICLE 1

PREAMBLE AND PURPOSE

In accordance with provisions of the Civil Service Reform Act of 1978 and the Executive Order 12871, this agreement is made between the American Federation of Government Employees Local 2831, hereinafter, referred to as the “Union” and the USDA, Rural Development, State of New Jersey, hereinafter, referred to as the “Employer”. It is the intent and purpose of the parties to promote and improve the efficiency of mission operations and the well being of bargaining unit employees. Through this agreement, the parties establish a basic understanding relative to personnel policies and practices, employee working conditions, methods and means of performing the work, and any other negotiable matters. This agreement is also established as a means to assure amicable discussion and adjustment of matters of mutual interest.

ARTICLE 2

EXCLUSIVE RECOGNITION AND UNIT DESCRIPTION

SECTION 1

The Employer hereby recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 2 of this Article. The Union hereby recognizes and accepts their responsibility to represent the interests of all bargaining unit employees.

SECTION 2

The unit of exclusive recognition to which this agreement applies is:

INCLUDED: All employees employed by USDA, Rural Development, in the state of New Jersey.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 3

PROVISIONS OF LAWS AND REGULATION AND PAST PRACTICES

In the administration of all matters covered by this Agreement, the Parties and employees will be governed by applicable federal laws, government-wide regulation, Employer policies, procedures and practices, all existing agreements of past practices in effect at the signing of this agreement and which are not in conflict in this Agreement.

ARTICLE 4

EMPLOYER-UNION RELATIONS

SECTION 1

The purpose and intent of the USDA Rural Development and the Union is to promote and improve the efficient administration of the Government and the well being of its employees and to establish a basic understanding of relative personnel policy, practices, working conditions and matters affecting conditions of employment.

SECTION 2

It is understood that participation of the Union in the formulation (State only) and implementation of personnel policies and practices as specified in this Agreement contributes to the efficient administration of the Government.

ARTICLE 5

EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1

An employee shall have the right to bring work-related matters to the attention of their supervisor. This right may be exercised by bargaining unit employees, individually or collectively.

SECTION 2

Each employee is accountable to the Employer for performance of assigned duties and compliance with governing regulations.

SECTION 3

The Union and the Employer agree that employees will:

- Conscientiously perform assigned duties.
- Comply with applicable standards of conduct as prescribed by the USDA Rural Development.
- Cooperate with and strive to maintain good working relations with supervisors and fellow employees.
- Cooperate in and promote programs designed to improve work methods and conditions.

SECTION 4

Employee Rights - Each employee shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

SECTION 5

Upon request of the employee, a representative of the Union shall have the opportunity to be present at any examination of an employee in connection with an investigation where the employee reasonably feels discipline may result. When an employee exercises this right and a representative of the Union is not immediately available, and the agency wishes to continue the investigation, it will be delayed for a reasonable period of time to permit the presence of a Union representative.

SECTION 6

If an employee desires consultation with a Union representative during working hours for labor-management business, they will arrange with the supervisor prior to leaving the worksite. Supervisors will grant reasonable requests for temporary absences for this purpose at such times and for such a period of time as the employee can be excused. If this departure would create immediate problems, the supervisor will inform the employee of the earliest time that they would be free to leave for their consultation, but in no case more than twenty-four (24) hours. When a supervisor denies a request after twenty-four (24) hours have elapsed, he/she will put forth his/her reasons in writing.

SECTION 7

Employees will be kept informed of information concerning mission and general job welfare. Employees are encouraged to seek guidance/clarification when they believe information is incomplete or ambiguous.

ARTICLE 6

EMPLOYEE PERSONNEL RECORDS

SECTION 1 - GENERAL

The Personnel Unit maintains the Official Personnel File (OPF) for the USDA.

SECTION 2 - EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FILE.

An employee may review their OPF upon submitting a written request to the Personnel Unit of the USDA.

SECTION 3 - INFORMATION TO EMPLOYEES

Upon request, materials placed in the OPF shall be discussed with and made available to the employee. Also upon written request of the employee, all copies of Personnel File material must be furnished to the Union, but only if the Union is serving as the employee's designated representative. The Union will be responsible for ensuring that confidentiality is maintained.

SECTION 4 - UPDATING RECORDS

Employees may submit information to update their personnel files, including information regarding work experience, training, etc. The Personnel Office staff shall be available to assist employees in this matter.

SECTION 5 - EMPLOYEE FILES

All documents in an employee's file maintained by a supervisor will be initialed by and a copy given to the employee after the document is created by the supervisor. Documents, which are not made available to the employee, will not be used for any disciplinary/adverse action. The contents of any working file shall be made available for review upon request by the employee.

ARTICLE 7

EMPLOYEE MORALE

SECTION 1

Employees shall have a clean, dry, heated, lighted and well-ventilated area in which to eat their lunch. Employees who utilize these areas are responsible for maintaining the area for cleanliness and orderliness.

SECTION 2

Each employee shall receive an in process orientation within three (3) days of entering on duty. This will include information on the supervisory chain of command and conditions of employment. The employee and designated management representative will sign the orientation checklist to signify that the information has been provided. The Union will be provided twenty (20) minutes during the orientation.

ARTICLE 8

EMPLOYEE TRAINING AND DEVELOPMENT

SECTION 1

The Employer and the Union agree that training and development of employees in the unit are important in accomplishing both the mission of the Employer and the career goals of the employee. The Employer will promote training programs, which are developed and maintained by the USDA, Rural Development. Within budget allocations, the Employer shall provide employees with training opportunities including formal courses, on the job training, and self-development courses which are job related and to the benefit of the Agency. The employer shall determine training needs and shall establish priorities equitably based on the needs of the Agency. Employees are encouraged to explore self-development training on their own initiative.

SECTION 2

When authorized training requires the employee to be away from his/her duty station, the agency will select the method most advantageous to the Government. Travel expenses for approved training purposes shall be reimbursed in accordance with applicable travel regulations.

ARTICLE 9

SUBSTANCE ABUSE

SECTION 1

Employees with substance abuse or alcohol problems who voluntarily request assistance and participate in a prescribed program of treatment will not be disciplined strictly for participation in the program. The parties encourage all employees, who suspect they may have a substance abuse problem to voluntarily seek counseling and information as early as possible.

SECTION 2

When the Employer determines that a conduct or performance problem exists which may be substance abuse or alcohol related and refers the employee to EAP or similar program, the Employer may take appropriate disciplinary or adverse action in accordance with 5 USC 7503(a) and 5 USC 7513 (a). The responsible supervisory official in determining any appropriate disciplinary and adverse action must consider the employee's involvement in EAP or similar program.

SECTION 3

No employee will have job security or promotion action jeopardized by a request for counseling or referral assistance.

SECTION 4

The parties recognize that all confidential information and records concerning employee counseling and treatment will be in accordance with applicable laws, rules and government regulations.

SECTION 5

During regular work hours, employees will be in a duty status while attending EAP counseling for substance abuse. Employees who participate in other rehabilitation programs will be entitled to all the rights and benefits provided to other employees who are sick.

ARTICLE 10

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1

The Employee Assistance Program (EAP) is a confidential program designed to promote the well-being of employees and their family members through counseling and referral by assisting those employees whose personal problems may serve as barriers to satisfactory job performance.

SECTION 2

The Employer shall administer the EAP in accordance with USDA directives.

SECTION 3

If needed, the parties agree to encourage employees to participate in the EAP counseling.

SECTION 4

The Employer agrees to provide contact information for the EAP program to the Union upon execution of a new or renewed EAP contract.

ARTICLE 11

PROBATIONARY EMPLOYEES

SECTION 1

The Employer agrees to provide probationary employees with the opportunity to develop and demonstrate their proficiency. During this probationary period, communication between the supervisor and the employee is encouraged.

SECTION 2

When the Employer decides to terminate a unit employee serving a probationary or trial period because their performance or conduct fails to demonstrate fitness or qualifications for continued employment, the Employer shall terminate the employee's services by notifying the employee in writing as to why they are being separated and the effective date of the action. The information in the notice as to why the employee is being terminated shall, as a minimum, consist of the agency's conclusion as to the inadequacies of the performance or conduct.

SECTION 3

When the Employer proposes to terminate a unit employee serving a probationary or trial period for reasons based in whole or in part on conditions arising before appointment, the notice of proposed action shall be in accordance with applicable laws, rules, and regulations.

SECTION 4

Probationary employees have the right to Union representation as specified in this agreement.

ARTICLE 12

BARGAINING UNIT LISTING

Within thirty (30) days after the approval of this agreement, the Employer will provide the Union with a listing of bargaining unit positions, including the name, grade, series, title and duty location. Thereafter, the Employer will furnish an upgrade of the above information as changes occur.

ARTICLE 13

POSITION CLASSIFICATION AND DESCRIPTION

SECTION 1

The parties agree to the principle of equal pay for substantially equal work within the bargaining unit. The Employer agrees to maintain job descriptions which accurately reflect the major duties and responsibilities assigned to bargaining unit members on a regular and recurring basis.

SECTION 2

Job descriptions of employees who are performing identical duties, at the same level of responsibility, with the same degree of supervision under the same supervisor, and with all other evaluation factors identical will, to the extent practical, be uniform. Each employee will receive a copy of their job description upon appointment, position change, or a change in the job description. Each employee is responsible for retaining a copy of their current job description.

SECTION 3

When an employee believes a significant assigned major duty is not included in their position description record, the employee should discuss the duty with their supervisor for the purpose of determining whether the duty will continue to be performed and officially recorded on their job description or, if improperly assigned, will not be required to be performed by that employee. When having such discussion, the employee will provide the supervisor with sufficient information to enable the supervisor to make such a determination. This is not to be construed as permitting an employee to refuse to perform tasks which are assigned by the supervisor.

SECTION 4

It is understood that the phrase performs other duties as assigned which appears in employee job descriptions is not intended to mean major duties which are performed on a regular or recurring basis. If an employee continues to be required to perform significant duties which are not recorded in their job description, and their supervisor does not initiate action to have the duties either assigned elsewhere or recorded on the employee's job description, the employee may seek resolution through the negotiated grievance procedure.

SECTION 5

The Employer agrees to notify the Union when there is going to be any surveys or job audits affecting employees in the unit. When requested by the Union, the Employer agrees to discuss with the Union, survey procedure, sampling techniques, and survey schedules.

ARTICLE 14

PERFORMANCE APPRAISAL

SECTION 1 - OVERVIEW:

USDA Rural Development and bargaining unit employees will strive for continuous improvement in performance to fulfill the Agency's commitment to providing quality customer service. Accomplishment of the mission is intended to be achieved within an environment that both recognizes employee contributions and promotes teamwork. Improvement in Agency performance will be sought by analyzing work processes and correcting systemic problems and/or revising processes, as appropriate.

SECTION 2 - PERFORMANCE APPRAISAL SYSTEM:

The performance appraisal system shall provide a fair, accurate and objective evaluation of job performance. The purpose of performance management is to improve individual and organizational performance, program effectiveness, and accountability by focusing on results, service quality, and customer satisfaction, and by aligning standards and elements with organizational goals and strategic plans. Employees shall receive written performance ratings, at least annually and within thirty (30) calendar days of the end of the appraisal period, and a progress review within thirty (30) days of the mid-year point, based on the performance standards and elements which are related to their assigned duties. The purpose of the performance management system is to provide a framework for honest feedback and open, two-way communications between employees and their supervisors. The performance management appraisal system for New Jersey Rural Development employees will be conducted in accordance with U. S. Department of Agriculture RD Instruction 2060-A, Performance Ratings, and as provided in this agreement.

SECTION 3 - PERFORMANCE ELEMENTS AND STANDARDS:

All performance appraisals will be based on individual performance plans, which consist of performance elements and performance standards. Elements and standards must be based on the requirements of the employee's position. Communication between the supervisor and the employee is essential. The identification of performance elements and the establishment of performance standards require joint participation of the supervisor and the employee in developing plans. Elements for bargaining unit employees must contain at least one critical and one non-critical but not more than ten total elements in their Performance Work Plans. All elements and standards shall be communicated in writing and discussed with each employee at the beginning of the rating period and when the elements and standards change. Final authority for establishing elements and standards rests with the supervisory official. In the joint development of Performance Work Plans, Exhibit A and Exhibit B of RD Instruction 2060-A will be utilized.

SECTION 4 - PERFORMANCE RATINGS:

Performance ratings will be completed in writing utilizing appropriate forms and will be based on actual employee accomplishments. An employee with an annual rating of “Fully Successful” will be entitled to a within grade increase if the employee’s performance is at the “Fully Successful” level when the within grade is due. An employee with annual rating of “Fully Successful” is also eligible to receive promotion and award consideration. If an employee does not have an opportunity to perform an element, then the element will be marked “N/R” (Not Rated). A rating of N/R will not affect the outcome of a performance rating.

SECTION 5 - NOTICE OF UNSATISFACTORY PERFORMANCE:

Should unsatisfactory performance become an issue, the employee will be given an opportunity to demonstrate acceptable performance. This opportunity to improve will be in writing in the form of a Performance Improvement Plan (PIP) and will be established at any time during the appraisal period when it is determined by the rating official that an employee is performing at the “Does Not Meet Fully Successful” level in any critical element(s). The opportunity to improve will outline the steps the employee should take to improve performance to an acceptable level and the length of time it is to be in effect, which will be a minimum time of not less than thirty (30) nor more than ninety (90) calendar days. Supervisors will assist employees on a PIP. Such assistance may include developmental assignments, structured employee assistance or counseling, formal training, on-the-job training and mentoring. A notice must be given to the employee that the employee must improve to the acceptable level by the conclusion of the opportunity period and must sustain that level of performance for at least one year from the start of the opportunity period. The Employer shall give the employee reasonable time, but not less than thirty (30) days warning, in writing, prior to proposing a reduction in grade or removal based on unsatisfactory performance. The written notice will identify the specific basis for the proposed action including any specific instance(s) of unacceptable performance and allow a reasonable time, not to exceed thirty (30) calendar days, for the employee to respond orally or in writing. The decision to retain, reduce in grade, or remove an employee shall be made within thirty (30) calendar days after the expiration date of the notice period. The employee will be given a written decision which specifies directly, or by reference, the instance(s) of unacceptable performance on which the decision is based and specifies the effective date, the action to be taken, and the employee’s right to appeal the decision. The employee may appeal to either the Merit Systems Protection Board in accordance with applicable law or file a grievance under the negotiated grievance procedure. In no case shall the decision to take action, solely for unsatisfactory performance, be based on matters not stated in the warning.

SECTION 6 - INFORMING EMPLOYEES:

Communication between the rating official and the employee is essential throughout this process. Rating officials and employees should work together to jointly clarify how competencies apply within the work environment so that there is a common understanding about the expectations of performance. In addition, there should be discussions of the goals of the individual work unit and the employee’s involvement/contributions to unit goals for the upcoming year. An orientation briefing will be

provided to all new employees entering on duty by the employee's supervisor. There will be a discussion to explain, clarify, and communicate the employee's job responsibilities as articulated in the employee's position description and/or performance plan. Employees new to a position shall be informed of elements and standards within thirty (30) days of their effective dates. The supervisor will ensure that all employees have an up-to-date position description, up-to-date copy of the Agency's mission and goals and if applicable, the career ladder plan. The supervisor will initiate dialogue with the employee to discuss the employee's duties and responsibilities in relation to the organizational unit goals and the agency's mission. The rating official is ultimately responsible for setting performance elements and standards. The Employer shall provide instructions and/or orientation for employees on the performance appraisal and performance standards system.

SECTION 7 - GRIEVANCES:

The employee may utilize the negotiated grievance procedure regarding failure to receive a progress review and performance rating. The employee will be permitted to provide their supervisor, or other officials, comments concerning their mid-year review. These comments will become part of the mid-year review.

ARTICLE 15

EMPLOYEE RECOGNITION

SECTION 1 - PURPOSE

The USDA Rural Development bargaining unit employee recognition program is designed to fairly and equitably recognize and reward individuals and groups for excellence in service. The program acknowledges contributions that lead to achievement of organizational, team, and individual results. Timely recognition provides a source of motivation for continued excellence.

SECTION 2 - BACKGROUND

Consistency is the basic principle of the employee recognition program. The issuance of awards at all organizational levels must be carried out with consistent application of the appropriate guidelines and policy. The following guiding principles promote an effective employee recognition program:

- Issuance of employee recognition should be based on consistently applied guidelines.
- Approval authorities should be consistently delegated to the lowest practical levels.
- Outstanding accomplishments should be consistently recognized in a timely manner.
- Approved employee recognition should be consistently publicized to a wide audience.

This policy emphasizes immediate recognition of teams and individuals for noteworthy contributions and/or achievements.

SECTION 3 - LEGAL AUTHORITIES THAT GOVERN EMPLOYEE RECOGNITION

- Chapter 45, Title 5, United States Code (U.S.C.) provides authority to establish an Employee recognition program (5 U.S.C. 4503); and Title 5 Code of Federal Regulations (CFR) Part 451.
- The Federal Employees Pay Comparability Act of 1990 (FEPCA), Public Law 101-509, provides Federal agencies authority to grant employees time-off from duty, without loss of pay or charge to leave, as employee recognition.
- Regulatory requirements for Quality Step Increases for General Schedule (GS) employees are found in 5 CFR Part 531.

SECTION 4 - DEFINITIONS

- a. Designated Approving Official – An individual that has been delegated the authority to review and approve recognition.
- b. Nominating Official – Any USDA Rural Development Office or employee.

- c. Rating Official – An employee’s first line supervisor or other supervisor designated with responsibility for issuing rating of record.
- d. Agency – USDA Rural Development

SECTION 5 - ACRONYMS AND ABBREVIATIONS

- CFR. – Code of Federal Regulations
- U.S.C. – United States Code

SECTION 6 - COVERAGE

This program covers all bargaining unit employees covered by the Labor Management Agreement.

SECTION 7 - RESPONSIBILITIES

- a. The State Director is responsible for:
 - (1) Ensuring that the program supports the Agency’s mission, goals, and objectives.
 - (2) Ensuring equity in the distribution of recognition.
 - (3) Ensuring that employees are informed of recognition policies and procedures.
 - (4) Providing periodic training on the effective use of the recognition program.
 - (5) Conducting annual reviews to ensure the effective use of the program.
 - (6) Emphasizing the importance of teamwork through recognition of groups.
 - (7) Incorporating funding for recognition into agency budget planning.
 - (8) Ensuring that employee recognition is publicized.
 - (9) Delegating recognition and program authority and funding to the lowest level consistent with the Secretary’s policies and guidelines.
 - (10) Eliminating unnecessary levels of review to ensure timely processing of recognition.
 - (11) Encouraging innovative recognition at the local level.
- b. The Personnel Office is responsible for:
 - (1) Providing technical and operational support and advice.

- (2) Ensuring the employee recognition program is administered in a manner consistent with applicable laws, rules, and regulations.
 - (3) Processing personnel actions related to recognition.
 - (4) Ensuring that employee recognition records are maintained in the Personnel Office in accordance with requirements in 5 CFR Parts 430 and 432.
 - (5) Providing training on the employee recognition program.
- c. Supervisors and Managers are responsible for:
- (1) Recognizing employees for specific achievements.
 - (2) Ensuring equity in the distribution of recognition.
 - (3) Considering input as appropriate from co-workers, customers, or other sources such as unions and employee organizations when making recognition decisions.
 - (4) Recognizing contributions in a timely manner.
 - (5) Emphasizing the importance of teamwork through recognition of groups.
 - (6) Promoting the recognition program by encouraging employee participation, arranging for appropriate presentation, and publicizing recognition.
 - (7) Allowing those recognized to choose the type of recognition, when appropriate.
- d. Designated Approving Officials are responsible for:
- (1) Providing support to employees, supervisors, and managers.
 - (2) Reviewing employee-initiated awards for compliance to stated criteria and certifying funds availability.
- e. Nominating Officials are responsible for:
- (1) Actively seeking out exceptional achievements worthy of recognition.
 - (2) Developing employee recognition nominations in a nondiscriminatory manner.
 - (3) Accurately documenting the exceptional achievements of others and ensuring the appropriate guidelines are applied to all nominations.

f. Employee Recognition Committee is responsible for:

Reviewing nominations to ensure that recognition is linked to the contribution and the amount accurately reflects the value of the contribution rather than grade level or other non-merit factors.

SECTION 8 - POLICY

a. Overview

There are many different types of employee recognition available. Recognition may be given for a specific outstanding accomplishment such as a superior contribution on a short-term assignment or project, an act of heroism, scientific achievement, major discovery or significant cost savings. The following types of recognition are covered by this policy:

- Cash
- Certificates – Merit & Appreciation
- Gift Certificates
- Keepsakes Items
- Letters of Commendation
- Quality Step Increase
- Thank You Cards & Letters
- Time Off
- U.S. Savings
- Length of Service
- Agency Honorary Awards
- Department Honor Awards
- Federal Honor Awards
- External Honor Awards

Exhibit 1 describes each of the recognition categories in detail.

b. Delegation of Authority for Employee Recognition

- (1) Exhibit 2, Employee Recognition Delegation Worksheet, describes the employee recognition approval limitations, as authorized by the Agency.
- (2) Further limitation of authority for employee recognition approval is within the area of responsibility of the State Director. Delegating authority and responsibility to the lowest level is encouraged. Exhibit 2, Employee Recognition Delegation Worksheet, should be used in assigning delegations of authority within the appropriate area of responsibility.

c. Program Funding

The State Director will establish an award budget subject to budgetary limitations.

d. Recognition and Approval of Recognition

- (1) All bargaining unit employees will be considered for recognition based on work accomplishments, without regard to grade level, or other non-merit factors. Guidelines

will be prepared by the Employee Recognition Committee for review and approval by the State Director.

- (2) Except for Quality Step Increases (QSI's), employees may develop award nominations involving co-workers or employees. Subordinates cannot submit an award for their immediate supervisor or higher level official.
- (3) In determining appropriate levels of recognition, nominators should determine if the contribution can be measured in terms of time saved, money saved or expenditures avoided. The measurable benefits scale will help nominators determine the appropriate level of recognition. If the contribution cannot be precisely measured, the Non-measurable Benefits Scale criteria should be applied.

Measurable Benefits Scale

Savings to Government	Award Amount
Up to \$10,000	10 percent of the benefits
\$10,0001-\$100,000	\$1,000 for the first \$10,000 in benefits plus 3 percent of benefits over \$10,000
\$100,001 or more	\$3,700 for the first \$100,000 in benefits plus .005 of benefits over \$100,000. Award amount should not exceed recipient's annual salary.

Nonmeasurable Benefits Scale

Contribution Level	Definition	Amounts
Moderate	Moderate change or modification of operating procedures meeting minimum standard for cash award, simple modification of methods, or limited service to the public, which affect the functions, mission, or employees of a specific work unit (e.g., easing a backlog or completing a project of short duration).	Certificate, or \leq \$500, or 1 to 24 hours of time off.
Substantial	Substantial change or modification of an operating procedure. An important improvement to value of a product, activity, program, or service to the public, which affect an entire state, or several divisions, offices, or counties.	\$501 - \$2,500, or 25 to 40 hours of time off
High	Major improvement, usually affecting major problems; major changes in methods, or procedures, which affect numerous states, regions, or divisions.	\$2,501 - \$5,500

Exceptional	Initiation of a new principal or major program. Superior improvement to the quality of a critical activity, program, or service to the public, which affect more than one agency, is Department-wide, or is in the public interest throughout the United States.	\$5,501 - \$10,000
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- (4) Rating officials are the only persons authorized to nominate their employees for QSI's. Approval must be obtained as defined in Exhibit 2.
- (5) Employees may be allowed to choose the type of recognition they receive.

e. Documentation

- (1) Nomination and approval of recognition may be documented on form SCA-4130, "USDA Service Center Employee Recognition Nomination and Approval" (Exhibit 2) or on form AD-287-2, Recommendation and Approval of Awards. Documentation may also be in the form of a letter or a memo containing all the necessary criteria outlined on Form SCA-4130.
- (2) When the value of the recognition is \$500 or less, or time off is ten (10) hours or less, only a brief description of the accomplishment is necessary.
- (3) For recognition greater than \$500, or time off greater than 10 hours, a written justification is required. Exhibit 4 outlines helpful hints for preparing a justification.
- (4) Nominating and approving officials or the awards committee, as appropriate, are responsible for ensuring that dual recognition for the same accomplishment does not occur. However, the combination of two forms of recognition (e.g., a plaque may be given in conjunction with cash), is acceptable.

f. Team Recognition

Employees working as a team may be recognized when team contributions and results exceed expectations. In addition to the guidelines and delegations of authority, the following guidelines apply to teams:

- (1) Team recognition may be issued only when a strong interdependence exists among team member tasks and team outcomes.
- (2) Clear goals for the teams were established in advance of team performance and evaluation of accomplishments.

- (3) Team recognition should be distributed to individual team members equitably (i.e., based on individual performance within the team) rather than equally (i.e., all team members receive equal amounts).

g. Employee Recognition Committee

The State Director will establish an Employee Recognition Committee. Membership of this committee will include a diverse cross-section of employees and Union representation.

- (1) Following are examples of the role of the Committee:
 - (a) Ensuring consistency in funding of the employee recognition program.
 - (b) Ensuring that employee recognition is based on consistently applied guidelines.
 - (c) Ensuring nondiscriminatory employee recognition distribution.
 - (d) Ensuring recognition is issued in a timely manner.
- (2) The committee should not be used for routine approval of individual or team award nominations. However, to support employee involvement in the employee recognition decision process, the Committee will be used to recommend any monetary awards greater than \$500.

RECOGNITION CATEGORIES

Exhibit 1

a. Cash

- (1) All bargaining unit employees are eligible to receive cash awards.
- (2) Cash awards may range from \$50 to \$10,000, depending on the contribution level. Awards may not exceed 10% of an employee's annual salary. Cash awards less than \$500 will be issued immediately and taxes will be added to the award amount. When an employee reaches the threshold of \$500 during the preceding twelve (12) months, taxes cannot be added to the award. The award must be processed through the NFC system for payment and taxes must be deducted from the award.

b. Certificates, Letters of Commendation, and Thank You Notes

All bargaining unit employees are eligible to receive certificates of appreciation, certificates of merit, letters of commendation, and thank you notes.

c. Gift Certificates

- (1) All bargaining unit employees are eligible to receive gift certificates. Gift Certificates may not exceed \$100.
- (2) Gift certificates are items that can be redeemed for merchandise or services at a particular place of business, a group of businesses, or a retail location (this includes chain stores, restaurants, and shopping centers).
- (3) The Internal Revenue Service considers gift certificates to be taxable fringe benefits that must be taxed on the fair market value. The face value of the gift certificate is the fair market value. At the time the personnel action recording the recognition is processed, the amount will be adjusted to include the taxes due. The total of the gift certificate plus taxes will be reflected on the employee's Leave and Earning Statement.
- (4) A gift certificate cannot be converted to a cash payment.

d. Keepsakes

- (1) All bargaining unit employees are eligible to receive keepsakes.
- (2) Keepsake items emphasize symbolic recognition of significant contributions and public recognition. Items presented as honorary awards must meet all the following criteria:

- Be something that the recipient could reasonably be expected to value, but not something that conveys a sense of monetary value;
 - Have a lasting trophy value;
 - Symbolize the Agency – recipient relationship in some fashion;
 - Take an appropriate form to be purchased with public funds and be used in the public sector.
- (3) Keepsakes can include such items as paperweights, key chains, clocks, plaques, jackets, T-shirts, coffee mugs, pen and pencil sets, etc. Presenters of awards should be particularly sensitive to public perceptions that could arise from granting expensive, keepsake items. Offices are cautioned not to give “personal gifts” to employees. Keepsake awards should normally meet the following criteria:
- be of an honorary nature;
 - be able to be worn, displayed, or used in the recipient’s work environment; and
 - at a minimum, includes the Department seal or logo. The Department name, or logo, should be clearly visible on the keepsake and must be permanently affixed. A peel-off sticker is not adequate.
- (4) No more than \$250 may be spent on any one item. The cost of customizing the item must be included in the total cost.
- e. Quality Step Increases
- (1) Service Center Agency employees, except wage grade employees, may receive one Quality Step Increase (QSI) in a fifty-two (52) week period.
- (2) A QSI is an additional within-grade increase which may be granted for sustained, high quality performance significantly above that expected at the “results achieved” level. It must be supported by a “results achieved” rating. The supervisor must provide documentation that specifically describes:
- the actual results(s) achieved and their linkage to established targets;
 - how the employee substantially exceeded the performance standards and expected work results communicated to the employee by the supervisor; and
 - how the employee’s performance has been sustained at such a high level throughout the performance appraisal period.
- (3) Quality increases are not appropriate when it is known an employee is in step 10 of the pay range or when it is known that the employee is about to receive a promotion or vacate a position within sixty (60) days. A QSI may be appropriate if the employee is moving to a similar position at the same grade level and performance is expected to continue at the same level of effectiveness.

- (4) Since quality increases are in addition to within grade increases, an employee who receives a quality increase does not start a new waiting period to meet the time requirements for a regular within grade increase. The time the employee served in the previous pay step (before the quality increase was effective) will count toward the total waiting period for the next within grade increase. When the QSI places the employee into a step at which the waiting period becomes longer (e.g., at step 4 the waiting period becomes one hundred four (104) weeks, and at step 7 the waiting period becomes one hundred fifty-six (156) weeks, the waiting period for the next within-grade increase is extended by fifty-two (52) weeks; however, the employee receives the benefit of the quality increase during this period.

f. Time Off Awards

- (1) All bargaining unit employees are eligible for time off awards.
- (2) A full-time employee may be granted up to eighty (80) hours of time off during a leave year. A part-time employee or an employee with an uncommon tour of duty may be granted up to the average number of hours worked in a pay period or the employee's scheduled tour of duty. Awards are in full-hour increments.
- (3) The amount of time off that can be granted for a single contribution is one-half the maximum that may be granted during the leave year.
- (4) A time off award must be scheduled and used within one (1) year after the effective date of the award; any unused time off is forfeited. The award is effective the first full pay period following approval. Before using any time off, the supervisor must concur with the requested dates.
- (5) A time off award will not convert to a cash payment under any circumstances.

g. U.S. Savings Bonds

- (1) All bargaining unit employees are eligible to receive Savings Bonds.
- (2) U.S. Savings Bonds must be purchased in the employee's name.
- (3) The amount of the award should be equal to the purchase price of the bond.
- (4) The Internal Revenue Service considers U.S. Savings bonds to be taxable fringe benefits that must be taxed on their fair market value. The fair market value of a savings bond generally is the purchase price of the bond. For example, if a \$200 bond is purchased for \$100, tax withholding must be based on \$100. At the time the personnel action recording the recognition is processed, the amount will be adjusted to include the taxes due. The total of the fair market value plus taxes will be reflected on the employee's Leave and Earning Statement.

h. Length of Service Awards

Lengths of Service Awards are given to recognize an employee's federal service. Employees should be recognized at five (5) years of service and each five (5) year increment thereafter. In computing eligibility, employees shall receive credit for total federal including civilian and all honorable military service. Recognition should be timely, as close to the anniversary date as possible. Keepsakes may also accompany Length of Service certificates. Keepsakes should be appropriate, of nominal value (not exceeding \$100) and be commensurate with the length of service.

i. USDA Rural Development may establish honor awards and criteria as appropriate. Honor awards are the most prestigious recognition that can be granted by the Department for career accomplishments, exceptional support of the departmental mission, or for heroism.

j. Other Federal and External Honor Awards

These awards are sponsored by other federal agencies or organizations or are co-sponsored with the Department. These awards may include, but are not limited to, the GEICO Public Service Award, the Roger W. Jones Award, the William T. Pecora Award, and the WISE (Women in Science and Engineering) Award. The Department will disseminate award criteria including the sponsor, the due dates, and other pertinent information, through Agency Human Resources Management Divisions, when awards are announced.

EMPLOYEE RECOGNITION DELEGATION WORKSHEET Exhibit 2

This chart describes approval limitations as authorized by USDA and provides a worksheet to define the delegations within their area of responsibility. Delegations for each area of responsibilities must be defined.

RECOGNITION CATEGORY	MAXIMUM AUTHORITY ALLOWED BY USDA POLICY	Approval with No higher level review required.		Approval with One Higher Level Review (Manager, Supervisor or Equivalent)	
Example: Cash		Title* <i>All emp</i>	Value ≤\$100	Title* <i>All emp</i>	Value \$101 - 500
Cash Up to \$500 \$501 to \$10,000	Nomination and approval by all employees (no higher level review is required) Approval with one higher level of review	Title*	Value	Title*	Value
Quality Step Increase	Rating officials nominate; one higher level of review is required				
Thank-you Card or Letter & Certificates	Nomination and approval by all employees (no higher level review required)				
Savings Bonds Up to \$250 Purchase Price	Nomination and approval by all employees (no higher level review required)				
Keepsake Items Up to \$250	Nomination and approval by all employees (no higher level review required)				
Gift Certificates Up to \$100	Nomination and approval by all employees (no higher level review required)				
Time-Off Up to 10 Hours 11-40 hours	Nomination and approval by a manager or supervisor (no higher level review required)** Approval with one higher level of review**				

*At a minimum designated approving officials must be identified by title. Approval indicates funding is available.

** Further limitations apply to part-time and intermittent employees.

Effective: _____ Area of Coverage: _____

Authorized Official: _____

**USDA Service Center
Employee Recognition Nomination and Approval**

Exhibit 3

Recipient's Name:		Social Security Number:	
Title, Series and Grade:		Duty Station:	
Employer (specify agency):			
Recipient's Contribution:		Time Period of Contribution: _____ to _____	
Award Type:		Human Resources Use Only	
Cash: \$ _____,00		NOA: _____	
Gift Certificate: \$ _____,00		Auth: _____	
Keepsake: (Description of recognition item): _____		Eff Date: _____	

QSI: _____ New Grade and Step: _____/_____			
Time Off: _____ hours			
U. S. Savings Bond: \$ _____,00		Recognition during previous 12 months:	
Funding Code: _____			
Nominating Employee: (Name)			
Signature: _____		Date: _____	
If Required, Reviewing Official: (Name)			
Signature: _____		Date: _____	
Approving Official: (Name)		Approved: () Yes () No	
Signature: _____		Date: _____	

Filing Instructions: Cash, QSI, Time-off, Savings Bonds, Gift Certificates – Employee Performance File and Official Personnel Folder (optional, left hand side); Keepsakes – Attach to procurement and/or payment document.

SCA-4130

JUSTIFICATION OUTLINE

Exhibit 4

Following is a step-by-step outline that describes the sections and verbiage to justify an award.

- I. During the period of (give time of performance), (give name of individual or group), (give explanation of accomplishment).
- II. This exceeded expectations as identified in the current position description by:
 - Improving quality.
 - Timely completion of the project.
 - Increasing productivity.
 - Overcoming adverse obstacles or working under unusual circumstances.
 - Using unusual creativity.
 - Saving the Government time and/or money.
 - Increasing program effectiveness.
- III. As a result:
 - Project acceptance.
 - Savings in time, money, and/or material.
 - More efficiency.
 - Effectiveness.
 - Technological advancement.
 - Productivity increase.
 - Improved levels of cooperation that will result in.
- IV. Therefore, we propose an award of (amount/hours).

ARTICLE 16

TEMPORARY ASSIGNMENTS

SECTION 1

Employees detailed to a higher graded position, for which they meet Office of Personnel Management (OPM) qualification standards, for a period of more than 30 calendar days must be temporarily promoted. The employee will be paid for the temporary promotion beginning the first day of the detail. The temporary promotion will be initiated at the earliest date it is known by management that the detail is expected to exceed 30 calendar days.

SECTION 2

Selection for delegation of supervisory duties to positions with known promotion potential or details to higher graded positions will be made from amongst those employees that management has deemed qualified and capable of successful performance and the selection will be done on a rotational basis. These details will be documented appropriately. Short-term details will be specified in writing and rotated.

SECTION 3

Informal details are those, which do not exceed thirty (30) calendar days. The supervisor shall submit a memorandum to the employee documenting the duties of any detail, in excess of two (2) weeks. A copy will be forwarded to the Personnel Office for inclusion in the employee's Official Personnel Folder. Formal details are those in excess of thirty (30) calendar days. Formal details will be documented in the Official Personnel File by a Standard Form 52 (SF-52), "Request for Personnel Action", and appropriate supporting attachments.

SECTION 4

The Employer will authorize all allowable per diem and travel compensation in any detail. Employees to be detailed will be given as much advance notice as practical regarding the impending detail.

ARTICLE 17

MERIT PROMOTION

SECTION 1 - PROCEDURES

All actions under Merit Promotion will be taken in accordance with regulations of the Department and Rural Development and this Agreement.

SECTION 2 - VACANCY ANNOUNCEMENTS

Vacancies to be filled competitively under Merit Promotion will be announced. Vacancy announcements will be posted on the official bulletin boards for a minimum period of ten (10) workdays. Announcements will provide a summary statement of duties, a statement of any special knowledge, skills, and abilities determined essential for effective job performance and for identifying the best-qualified candidates. An employee will be considered for the position only if he/she files a Personal Qualifications Statement, SF-171, OF 612 or Resume, under the announcement. Employees who are on extended leave are responsible for notifying their supervisor if they want to be considered for promotional opportunities while they are on travel or leave. Employees shall leave a telephone number, e-mail address and/or facsimile number with their supervisor. The supervisor is responsible for contacting the employee to provide vacancy information. An employee who is going to be absent on extended leave may file an OF 612, SF-171, or Resume with the personnel officer requesting consideration for any position which is announced during his absence and for which he/she is qualified. The Employer retains the right to consider all eligible employees in the event that a sufficient number of highly qualified employees do not apply for consideration.

SECTION 3 - AREA OF CONSIDERATION

For any action under Merit Promotion involving a position within the Bargaining Unit, the minimum area of consideration will be Rural Development statewide.

SECTION 4 - EXPANDING AREAS OF CONSIDERATION

The employer may expand the area of consideration in a Merit Promotion action if it is known that there are less than three highly qualified candidates eligible for a Merit Promotion announcement. The Employer will notify the Union if the area of consideration needs to be expanded.

SECTION 5 - REPROMOTION CONSIDERATION

An employee who previously held the same grade, is qualified, could assume the full range of duties, and who was down graded within the Bargaining Unit through no fault of his/her own, will be given automatic consideration before the vacancy is announced, provided the position has no greater promotion potential than the employees former position, in accordance with 5 CFR, part 335.

SECTION 6 - NAME ON CERTIFICATE

Normally, a promotion certificate will consist of no more than ten (10) names, unless more than one (1) vacancy is being advertised on the same announcement.

SECTION 7 - GRIEVANCES

The candidate or the Union may not grieve non-selection unless based on an EEO discrimination factor or the improper implementation or application of the Merit Promotion process.

SECTION 8 - ENTITLEMENT TO PROMOTIONS

Both Parties recognize that promotions, whether competitive or not, are based on the proper classification of positions and demonstrated ability of employees. No employee is entitled by virtue of qualifications or any other reason to a promotion unless it is deemed to be merited by the Employer.

ARTICLE 18

TRAVEL/TEMPORARY DUTY (TDY)

SECTION 1

Employees will be informed of the opportunity or the requirement to perform temporary duty as much in advance as practical. The employees work schedule will be changed accordingly to accommodate TDY. When the Employer requires TDY and is unable to provide normal notice, reasonable efforts will be made and mutually agreed upon by the employee and supervisor to accommodate special needs of the employee due to the short notice. Employees will not be expected to travel without valid travel orders. The Employer agrees to consider financial hardship and other factors when assigning TDY when more than one (1) employee is available for such assignment.

SECTION 2

Travel will be scheduled during the employee's work schedule whenever that is reasonably feasible. When travel is scheduled outside the regular work schedule, overtime or compensatory time will be provided as stated in the FLSA.

SECTION 3

Employees will be entitled to benefits provided by the Federal Travel Regulations (FTR) or any successor regulation. Employees will not be required to use their privately owned vehicles, and accept that local travel at the TDY point will be limited to provisions in the FTR.

SECTION 4

When there is a choice to the mode of transportation or accommodations, the employee desires will be given due consideration by their supervisor. Rental cars will be authorized to employees when warranted.

ARTICLE 19

HOURS OF WORK

Both Parties recognize that the use of Alternative Work Schedules (AWS) can improve productivity and morale and provide greater service to the public. Any choice of an AWS must be mutually acceptable to the supervisor and the employer. The use of an AWS is authorized in accordance with governing laws, rules, regulations and this Article. For the purpose of this Article, AWS includes the following options:

Fixed Work Schedule, consisting of ten (10) eight (8) hour workdays, exclusive of the lunch period, during the normal administrative workweek over a bi-weekly pay period.

4-10 Schedule, consisting of four (4) ten (10) hour workdays, exclusive of the lunch period, and one non-work day during the administrative workweek.

5/4/9 Schedule, consisting of eight (8) nine (9) hour work days and one (1) eight (8) hour workday, exclusive of the lunch period, and one (1) non-work day during the normal administrative workweek over a bi-weekly pay period.

Maxiflex Schedule, flexible work schedule that contains core hours on ten (10) or fewer workdays in the bi-weekly pay period and in which a full-time employee has a basic work requirement of eighty (80) hours for the bi-weekly pay period.

Employees opting to work one of the AWS schedules noted above will submit a request, in writing, to their supervisor stating their desired work schedule, including their desired starting and ending hours and regular day off. New employees may submit their written requests for AWS upon entrance on duty.

Participation in the 4-10 or 5/4/9 or Maxiflex AWS options shall be voluntary for full time bargaining unit employees. Supervisors will make every effort to comply with an employee's selection of an AWS schedule. Employees will not be discriminated against or otherwise adversely affected by their selection of any AWS option.

Requests will be made through the employee's immediate supervisor who will approve or disapprove individual AWS requests in writing within fifteen (15) calendar days after receipt of the employee's request. Approved requests will be implemented the first full bi-weekly pay period after approval by the supervisor. Minor problems with AWS requests (e.g., scheduling conflicts) may be resolved informally between the supervisor and the affected employee(s).

If a supervisor disapproves an AWS request, he/she will provide the employee with a written explanation as to the reason(s) for the disapproval.

Disagreements concerning the disapproval of an AWS Schedule may be resolved through the negotiated grievance procedure.

Supervisors may temporarily change an employee's AWS schedule to a basic eight (8) hour per day schedule (7:30 A.M. to 4:00 P.M.; 8:00 A.M. to 4:30 P.M.) when required to do so for such purposes as official travel or training, or other operational requirements. The employee may revert to his/her previous AWS schedule at the beginning of the following pay period.

An employee on detail or reassignment will adhere to the tour of duty of the organizational segment to which he/she is temporarily assigned, unless approval of the employee's AWS schedule is granted by the supervisor to whom the employee is detailed or reassigned.

Employees working an AWS schedule who are being disciplined for misconduct will be placed on a normal eight (8) hour workday during the pay period while serving a suspension. Employees working an AWS schedule who are undergoing a performance improvement plan, at the election of the supervisor, may be placed on a normal eight (8) hour workday while in this status.

Employees working any AWS schedule may not begin their normal work shift before 6:00 A.M. nor end after 6:00 P. M. Core hours for all employees will be 9:00 A.M. to 2:30 P.M.

Employees shall receive breaks for a total of fifteen (15) minutes to be taken in the morning and in the afternoon, or for each four (4) hours worked. The time for breaks shall mutually be determined by the supervisor and the employee. Employees on their break shall not interfere with the work of the employees not on their break. Break time shall not be accumulated (banked) for future use.

The policies and procedures for requesting and granting annual and sick leave will remain the same, except that the amount of leave taken for an entire work day will be recorded as eight (8) hours for a regularly scheduled eight (8) hour workday, nine (9) hours for a regularly scheduled nine (9) hour workday and ten (10) hours for a regularly scheduled ten (10) hour workday.

As provided by governing laws and regulations, the number of hours credited for a holiday will be determined by the employee's AWS schedule. If a holiday falls on an employee's eight (8) hour workday, it will be recorded as eight (8) hours; if the holiday falls on an employee's nine (9) hour day, it will be recorded as nine (9) hours; if the holiday falls on an employee's ten (10) hour workday, it will be recorded as ten (10) hours. The maximum holiday pay under Maxiflex is eight (8) hours, regardless of the employee's schedule tour for that day. Employees scheduled to work more than eight (8) hours on that day will need to take leave for the portion of their workday exceeding eight (8) hours or make up the difference during the pay period. Consistent with governing laws and regulations, the same procedures also will apply to situations involving full workdays for jury duty, court leave, administrative leave, travel etc.

When a holiday falls on an employee's scheduled regular day off (RDO) under the 4-10 or 5/4/9 AWS schedules, the holiday will be changed as follows:

If the federal holiday falls on a Sunday, the employee will get his/her next regularly scheduled workday off. (For example, if the employee's RDO is Monday, and a holiday falls on a Sunday, Monday remains as the RDO and Tuesday is the "in-lieu-of holiday.") If the federal holiday falls on any other day, the employee's holiday will be on his/her preceding regularly scheduled workday. (For example,

if the employee's RDO is Monday, and a holiday falls on Monday, Monday is still counted as the RDO and the preceding Friday is the in-lieu-of holiday. If the holiday and RDO both are on Tuesday, Tuesday is the RDO and the preceding Monday is considered the employee's holiday.)

The parties will consider changes in individual schedules or assignments to permanent shifts requested by employees because of hardships or to pursue further self development activities when completion of the courses will equip the employee for more effective work within the agency. These changes may be accomplished by mutual agreement between the employee and the immediate supervisor.

Credit Hours

Those hours worked in excess of the employee's daily tour of duty, which are performed at the employee's option with approval of their supervisor as to vary the length of a succeeding workday and workweek. Employees do not receive overtime pay for these extra hours. Credit hours are only available to employees on a Maxiflex work schedule.

Procedures

There is no limit on the number of credit hours that may be earned in a workday so long as the total credit hours and regular tour of duty do not exceed twelve (12), provided that there is work available for the employee and it can be performed at the requested time(s).

Credit hours may be earned and used in one quarter (1/4) hour increments.

The maximum number of credit hours, which a full-time employee may carry over from pay period to pay period, is twenty-four (24) hours. A part-time employee may not carry over more than one quarter (1/4) of the hours in their basic bi-weekly work schedule from pay period to pay period.

Request to Work Credit Hours

Normally, the employee will request to work credit hours during the workday preceding the day they wish to work the credit hours or by noon on the same day that the credit hours will be worked. The request will be submitted to the immediate supervisor or designee. In the supervisors or designee's absence, the request will be submitted to the next level supervisor. The request will be documented as approved or denied by the supervisor as soon as possible on the same day submitted.

ARTICLE 20

REORGANIZATION/REDUCTION-IN-FORCE

SECTION 1 – Purpose.

This Article is intended to establish and describe procedures the Employer will take in the event of a reduction-in-force, reorganization, or a transfer of function, as defined herein. It is also intended to protect the interests of employees while allowing the Employer to exercise its rights and duties in carrying out the mission of the agency.

The policy, procedures, and terminology established in this Article are intended to conform to: (1) 5 U.S.C. 3501-3504; (2) 5 CFR Part 351; (3) 29 CFR 1614.203; and (4) 5 U.S.C. 7501(2). Nothing in this Article shall diminish the rights of employees which are specifically provided by law or government-wide regulation. Where a provision of this Article conflicts with a provision of law or regulation which provides greater legal rights for employees than those provided by this Article, the law or regulation shall govern.

Definitions

- (1) **Reduction-In-Force (“RIF”)** - means the release of an employee from his/her competitive level by furlough for more than thirty (30) days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee’s position due to erosion of duties when such action will take effect after the Employer has formally announced a RIF in the employee’s competitive area and when the RIF will take effect within 180 days.
- (2) **Transfer of Function** - means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.
- (3) **Reorganization** - means the planned elimination, addition, or redistribution of functions or duties in an organization or activity.
- (4) **Undue Interruption** - is a degree of interruption that would prevent the completion of required work within the allowable limits of time and quality. Depending upon the pressures of priorities, deadlines, and other demands, the ordinary work program generally would not be unduly interrupted if the optimum quality and quantity of work were regained within ninety (90) days after a RIF. Lower priority programs might tolerate even longer interruption.
- (5) **Order of Release** - Whenever a RIF occurs, the decision to separate an employee is made from the bottom of the retention register. Thus, e.g., if there are different retention registers for

different subgroups, employees in each subgroup are reached in the reverse order of their length of RIF creditable service, so the employee on that list with the least amount of service is separated first.

- (6) **Competitive Level** - A competitive level consists of all the positions in a competitive area that are in the same grade or occupational level and classification series and which are similar enough in qualification requirements, duties, pay schedule, and working conditions, so that the incumbent of one position could successfully perform the critical elements of any other position upon entry into it without any loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee.
- (7) **Day** – As used in this Article, “day” and “days” refer to calendar days.

SECTION 2 – Application.

The application of laws and regulations and this Agreement relating to any matter in this Article shall be fair and equitable. Where the Employer is left discretion in choosing a course of action in any matter covered in this Article, the Union will be notified of the course of action and given the opportunity to discuss it.

SECTION 3

When a decision has been made to effectuate any of the events covered by this Article, the Employer will keep the Union and the affected employees informed. The Employer will notify the Union of the reasons proposed, number and types of positions affected, approximate effective date of the action, and to provide an opportunity for the Union to present and discuss its views and ideas.

SECTION 4 – Competitive Areas.

The competitive areas shall be determined in accordance with applicable law. Notification to the Union of the competitive area(s) shall be made at the earliest reasonably possible date in order to provide opportunity for discussion. Not more than sixty (60) days prior to issuing specific RIF notices, the Employer will temporarily suspend the filling of bargaining unit vacancies in the competitive area of employees who will be affected by a RIF.

SECTION 5 – Competitive Level. Competitive levels shall be established, and employees shall be assigned to positions in a competitive level, in accordance with applicable law and regulations. Factors considered in the establishing of competitive levels are as follows:

- (1) **Qualification Considerations.** When the Employer considers the effect of qualifications on the composition of a competitive level, the concern are based on each employee’s official position is not with the qualifications an employee possesses but with the qualifications required by the duties and responsibilities of the position as stated in the official Position Description.

- (2) **Separate Competitive Levels Prohibited.** The Employer may not assign a position to a separate competitive level based only on:
- (a) The employee's sex, except for a position for which the Office of Personnel Management ("OPM") has found that restricting the certification of eligibles by sex is justified;
 - (b) The fact that the employee is serving a probationary period required by 5 CFR 315, Subpart I, upon initial assignment to a supervisory or managerial position; and
 - (c) Differences in work schedules among other than full-time employees who would otherwise be assigned to the same competitive level.
- (3) **Separate Competitive Levels Required.** In accordance with applicable OPM regulations, the Employer establishes separate competitive levels for positions according to the following categories:
- (a) **By Service.** Separate levels shall be established for positions in the competitive service and the excepted service;
 - (b) **By Appointment Authority.** Separate levels shall be established for excepted service positions filled under different appointment authorities;
 - (c) **By Pay Schedule;**
 - (d) **By Work Schedule.** Separate levels shall be established for positions filled on a full-time, part-time, intermittent, seasonal, or on-call basis;
 - (e) **By Supervisory or Nonsupervisory Status.** Separate levels shall be established for positions filled by a supervisor or Management official as defined in 5 U.S.C. 7103(a)(10) and (11); and
 - (f) **By Trainee Status.** Separate levels shall be established for positions filled by an employee in a formally designated trainee or developmental program.

SECTION 6 – Tie Breaking. It is possible, in releasing an employee from a competitive level, to reach two (2) employees with identical retention standing. In such cases, the decision to retain one or the other employee in the competitive level shall be made on the basis of the following criteria in the following order:

First: employee's most recent entry on duty ("EOD") date with the Employer;

Second: employee's time in grade; and

Third: comparative number of RIF displacements resulting from release.

The decision must be documented in writing and retained with RIF files. The Employer shall notify the Union, in writing, of the names of such employees with identical retention standing, the decision as to which employee to retain, and the criteria used to make such a decision.

SECTION 7 – Details. During a RIF, employees on detail shall not be released from the position to which they are detailed but, rather, from their permanent position.

SECTION 8 – Performance Appraisals. In a RIF, all employees shall be entitled to additional service credit for performance in conformity with the regulations at 5 CFR 351.504. Annual performance appraisals shall be frozen prior to issuance of the specific RIF notice and shall be the rating of record used to determine eligibility for additional credit toward an employee’s service computation date.

SECTION 9 – Exceptions to the Order of Release.

(1) **Temporary Exceptions.**

(a) After consultation with the appropriate Union representatives, the Employer may allow temporary exceptions, not to exceed ninety (90) days, to the RIF order of release to continue an employee on duties that a higher standing employee cannot take over within ninety (90) days:

1. Without undue interruption to the Employer.
2. To satisfy the Employer’s obligation to the retained employee (e.g., by delaying the effective date of the employee’s release long enough to allow the specific notice period required by this Article, as when he/she is absent from his/her duty station on leave and cannot receive his/her notice the same day as a higher ranking employee).
3. To help an employee administratively when the temporary exception does not adversely affect the rights of any other employee released ahead of the excepted employee.

(2) **Continuing Exceptions.** After consultation with the Union, the Employer may allow continuing exceptions to the RIF order of release to continue an employee in duties that a higher standing employee cannot take over within ninety (90) days without undue interruption to the Employer.

(3) **Employee Representation.** Employee representatives designated pursuant to Article 33 of this Agreement, who are scheduled for separation due to a RIF, may be temporarily excepted from the RIF order of release for up to ninety (90) days upon the recommendation of the Union President provided that the affected employee has been a designated employee representative for the three (3) months preceding the scheduled separation.

- (4) **Documentation.** All exceptions to the RIF order of release shall be justified and the documentation of such justification shall be maintained with other required RIF records. Justification of continuing exceptions must clearly demonstrate that no higher standing employee could take over the duties of the position without undue disruption to the Employer and must explain the consequences of not permitting the exception. The reasons should be consistent with the criteria for justifying a temporary exception, and must also explain why a temporary exception not to exceed ninety (90) days is not sufficient.

SECTION 10 – Assigning Employees to Fill Positions.

(1) **Within the Competitive Level.**

- (a) The Employer will use vacancies to the maximum extent possible to place employees who would otherwise be separated in a RIF. RIF-affected employees will be given first consideration for reassignment to vacant positions, at or below the grade from which separated, for which they qualify within their competitive Levels.
- (b) The Employer will establish a re-employment priority list of employees separated because of the RIF. Employees on this list will be offered positions in the competitive Level, for which they qualify, at or below the grade from which separated, prior to the Employer seeking applicants from outside itself.
- (c) The Employer will take all reasonable steps to make lateral reassignments to vacant positions and to waive non-mandatory qualifications to the maximum extent feasible to facilitate the placement of affected employees at the same or lower grade.

- (2) **Outside the Competitive Area.** If a bargaining unit employee's assignment right determined in accordance with law, regulation, and this Agreement results in an offer at a lower grade or if the bargaining unit employee has no assignment right and is identified for separation, the Employer will make every effort to utilize available positions in areas outside the employee's competitive area if such an offer is in the best interest of the Employer and the offer shall not adversely affect the assignment rights of bargaining unit employees in the other competitive area. If such an offer is accepted, a bargaining unit employee shall be entitled to a reasonable amount of time in order to obtain housing and to facilitate other aspects of his/her relocation in accordance with the Federal Travel Regulations.

SECTION 11 – Offer of Bump or Retreat Assignment.

- (1) When an employee is released from his/her competitive level, the Employer must determine whether that employee is entitled to a job offer and, if so, at what grade level. It is possible that a released employee may be qualified and able to displace (by bump or retreat) several other employees at the grade level of entitlement. A bump or retreat offer shall be made on the basis of the following criteria in the following order:
- (a) the comparative overall performance rating of the vulnerable employee;

- (b) qualification match; and
 - (c) comparative RIF disruption.
- (2) The decision shall be fully documented and this documentation shall be made available to the Union.

SECTION 12 – Exceptions to Qualifications.

- (1) After consultation with the appropriate Union representative, the Employer may assign an employee without regard to OPM’s standards and requirements for the position if:
- (a) The employee meets any minimum education requirement for the position; and
 - (b) The employee has the capacity, adaptability, and special skills needed to satisfactorily perform the duties and responsibilities of the position.
- (2) The Employer must properly document and justify all exceptions it grants, and shall make this documentation available for inspection, on request, by the Union.
- (3) If the Employer grants an exception to qualification standards to place an employee into a vacant position under RIF, then the Employer shall develop a training plan and assure training is provided in accordance with the plan.

SECTION 13 – Records.

- (1) The Employer shall maintain all lists, records, and information pertaining to the RIF in accordance with applicable rules and regulations. The Employer shall certify the accuracy of all retention registers used to conduct a RIF.
- (2) When the certified retention register has been completed, the Employer shall notify the Union. Upon request and subject to legitimate privacy limitations, the Union shall have the right to review the certified retention register and any subsequent changes to uncertified and/or certified registers.
- (3) Subject to legitimate privacy limitations, an employee affected by a RIF action and/or the employee’s representative(s), designated in writing, may examine the retention registers and other pertinent information for that competitive area relative to the action after offers of position or separation notices are received.

SECTION 14

All RIFs will be carried out in strict compliance with laws and regulations, and relevant programs such as Career Transition Assistance Program and Interagency Career Transition Assistance Program (“CTAP/ICTAP”) and any supplements and MOUs negotiated by the Union with the Employer.

SECTION 15 – Notice to the Union.

- (1) When it decides to effectuate any of the events covered by this Article, the Employer shall inform the Union in writing.
- (2) The Employer shall give such written notice to the Union at least fifteen (15) days before it gives notice to the affected bargaining unit employees (see Section 16 below).
- (3) The Employer shall provide the Union with specific information concerning the matter, to include:
 - (a) The reasons for the RIF, reorganization, or transfer of function;
 - (b) The approximate number, types, and geographic locations of positions affected; and
 - (c) The approximate date of the action.

SECTION 16 – Notice to the Affected Bargaining Unit Employees. Except as permitted by 5 CFR §351.801(b) or other relevant and applicable government-wide regulation, each individual employee who is adversely affected by an event covered by this Article (i.e., employee is to be demoted, separated, or geographically transferred) shall be given specific notice not fewer than sixty (60) days in advance of the effective date. Such notices shall contain the information required by law and regulations, in addition to that required by this Article.

- (1) **General notice to employees:** The Employer shall provide complete information needed so employees can understand fully and early both the event and why they are affected. Thus, the Employer shall:
 - (a) Inform all employees of its plans and of requirements under applicable rules and regulations as soon as possible but no later than sixty (60) days in advance.
 - (b) Inform all employees of the extent of the affected competitive area, if applicable, the regulations governing the event, and the kinds of assistance provided for affected employees.
- (2) **Specific notice to affected employees.** The specific notice to an individual employee shall include, if applicable, the following information in addition to any required by law or regulations:
 - (a) The specific personnel action to be taken with respect to the employee involved;
 - (b) The effective date of the action;
 - (c) The employee's competitive area, competitive level, subgroup, service date, and performance credit for the three most recent ratings of record received during the four (4) year period prior to the cutoff date;

- (d) The means by which the employee may inspect the regulations and records pertinent to his/her case;
- (e) The justification for retaining a lower standing employee in the same competitive level because of a temporary or continuing exception;
- (f) Grade and pay retention information;
- (g) A description of the employee's grievance or appeal right; and
- (h) Reemployment rights.

SECTION 17

- (a) Bargaining unit employees if downgraded through no fault of their own, are entitled to pay and grade retention in accordance with 5 CFR, part 536.
- (b) Employees affected by RIF, and eligible for relocation entitlements, will be allowed all entitled benefits in accordance with applicable laws, rules and regulations.

SECTION 18 – Counseling and Benefits Assistance.

- (1) In the event of a RIF effecting separation of employees, the Employer shall determine from the appropriate State employment service or other appropriate assistance program whether any of the affected employees may be eligible for training or benefits at Government expense, and, if so, shall inform the employees how to apply for such training and benefits.
- (2) In order to expedite implementation of this Section, the Employer shall transfer necessary data, in keeping with the Privacy Act, to the OPM and appropriate State employment and benefits agencies. Employees shall be provided an opportunity to waive privacy rights to aid in this transfer of data.

SECTION 19 – Training for Union Representatives. Before it gives notice to affected bargaining unit employees (see Section 16 above), the Employer shall provide an opportunity for RIF training to a representative or representatives of the Union in order that they may assist affected bargaining unit employees who request such aid. The Union's representative(s) shall be chosen by the Union but shall not exceed two (2). Employer-sponsored training shall be equivalent to the training provided to the employees' immediate supervisors. All training shall be on agency time.

SECTION 20 – New Organization. The Employer shall not, in anticipation of a RIF, create new or different organizational components or subcomponents for the purpose of favoring or disfavoring an employee or group of employees.

ARTICLE 21

CONTRACTING OUT

SECTION 1

The Employer agrees to comply with all provisions of OMB Circular A-76, and other applicable government wide laws, rules or regulations and FLRA decisions concerning contracting out.

SECTION 2

Upon request, the local union representative will be provided with available information including but not limited to copies of:

- 1) Bid solicitations
- 2) Contract Specifications
- 3) List of Bidders (name only, post award)
- 4) The Most Highly Qualified Technically Acceptable proposal and amount, post award.

SECTION 3

The Union will be given the opportunity to be represented on all committees and at all meetings involved in the conduct of any portion of the A-76 process.

ARTICLE 22

ABSENCE AND LEAVE

SECTION 1 - ABSENCE WITHOUT LEAVE

Absence without leave (AWOL) is an administrative determination, which reflects the fact that the employee is absent from duty and has not obtained approval for the absence.

SECTION 2 - ADVANCED SICK LEAVE

Employee requests for advanced sick leave will be considered in accordance with applicable laws, governing rules and regulations. In cases of serious disability or illness, an employee may request advanced sick leave up to a maximum of 240 hours where it is reasonably certain that the employee will remain in government service for a sufficient time to repay the advanced leave. Employee requests for advanced sick leave for family care or bereavement will be considered under the limitations of governing regulations. Employees may also apply for a leave donation under the Leave Transfer Program, if otherwise eligible.

SECTION 3 - SICK LEAVE

Sick leave shall be earned and administered in accordance with applicable laws, governing rules and regulations. An employee will notify the immediate supervisor or a designated representative of an absence due to illness as soon as possible but normally not later than two (2) hours after the start of the employee's scheduled workshift. Only if the supervisor or the designee is unavailable will the employee discuss it with a non-supervisory employee. Unless unable to do so, the employee will personally contact the supervisor.

a. The Employer may only grant sick leave or leave without pay when supported by evidence administratively acceptable. Employees requesting sick leave or leave without pay based on illness or injury may be requested to furnish a medical certificate for absences of more than three (3) workdays. If a physician or practitioner was not consulted, a signed SF-71 from the employee giving the facts about the absence, the treatment used, and reasons for not having a physician may be accepted as supporting evidence by the Supervisor.

b. Sick leave shall be requested in advance for all prescheduled medical, dental or optical examinations.

c. Prior to the issuance of a leave restriction letter in situations where there is reason to believe that an employee is abusing sick leave, the employee will be given an opportunity to discuss the suspected abuse prior to its issuance. The determination as to whether the letter should be issued will be made after consideration of all evidence/records and the employee's response. The leave restriction letter for sick leave will be reviewed every six (6) months and/or removed at any time it is considered by the Employer to be no longer necessary. When the leave restriction letter is removed, the employee will be

notified. If the letter is continued, the employee will be notified in writing of the basis for the continuance.

d. In the event of a death of an immediate relative ((1) spouse, and parents thereof, (2) children, including adopted children, and spouses thereof, (3) parents, (4) brothers and sisters, and spouses thereof and (5) any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship, an employee may request sick leave under the Family Friendly Leave Act to the extent allowed by government wide law, rule or regulation. If the request is for non-consecutive days, the employee shall furnish the approving authority with satisfactory reasons to justify the request.

SECTION 4 - ANNUAL LEAVE

a. Annual leave shall be accrued and administered in accordance with applicable laws, rules and regulations. The Employer and the Union agree that employees are responsible for scheduling their annual leave so as to avoid leave forfeiture. It is Employee's right to select annual leave on an occasion where they otherwise would be eligible to utilize sick leave. However, annual leave may not be substituted for sick leave on a retroactive basis solely for the purpose of avoiding a forfeiture of annual leave at the end of the year, unless specifically authorized by law or regulation.

b. Conflicting annual leave requests which cannot be resolved, will be resolved on the basis of the following considerations, which are listed in priority order: 1) Employees who have submitted annual leave requests simultaneously will be given consideration based on their unadjusted service computation date; 2) Employees who request leave changes or additions to their annual leave will be given priority based on the date of submission.

c. Requests for annual leave for unplanned events or brief periods (five [5] or less days): Whenever an employee becomes aware of the necessity to utilize annual leave which was not previously scheduled, particularly where the unscheduled annual leave is in excess of five (5) workdays, the employee must submit the request in writing to the approving supervisor with as much advance notice as possible. The leave-approving supervisor will render a decision as soon as practical, but no later than three (3) full workdays from the time of application.

d. In the event an employee has insufficient annual leave to their credit, the employee may request and the approving authority may advance annual leave to the employee up to the amount that they might accrue during the leave year.

e. Employees may use annual leave in lieu of sick leave.

f. Supervisors will not deny scheduled leave when this would result in leave being forfeited unless the granting of such leave will impact the accomplishment of the mission. Supervisors will explain the necessity for cancellation of any leave, which has been previously approved. Denial of use of annual leave will be based upon factors which are reasonable, equitable and which do not unfairly discriminate against any employee or group of employees.

SECTION 5 - LEAVE WITHOUT PAY

Employees may request to be granted leave without pay. It may be granted whether or not the employees have annual or sick leave to their credit. Extended leave without pay may be approved for such purposes as education which would be beneficial to the Employer, recovery from illness or disability, or protection of employee status and benefits pending action on claims for disability retirement or injury compensation.

SECTION 6 - FAMILY MEDICAL LEAVE

In addition to the employees right to request annual leave, sick leave, or leave without pay under the conditions noted above, a permanent employee who has at least twelve (12) months of civilian service is entitled to take, if necessary to manage the circumstances, up to twelve (12) administrative workweeks of LWOP (or substitute paid leave) for the: (1) birth of a son or daughter of the employee and the care of such son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) the care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or (4) a serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position. The employee will be expected to provide adequate notice to the extent practical and foreseeable. If the leave is taken under circumstances (3) or (4) noted above, the Employer may for justifiable cause (unduly disrupt operations of the Employer) request that the employee reschedule medical treatment, subject to the approval of the health care provider.

SECTION 7 - EMERGENCY AND/OR VOLUNTEER SERVICES

- a. Employees who participate in management-sponsored community volunteer services may be granted excused absence to participate in such activities. Volunteers for other organizations must request leave as noted above, if such service requires their absence.
- b. Employees, who participate in emergency situations other than National Guard/Reservists, may be granted excused absence.
- c. Employees should inform the employer of their outside emergency/volunteer activities relative to the above.
- d. The employee will submit documentation of services to the supervisor upon their return to duty.

SECTION 8 - MILITARY LEAVE

Employees will be entitled to military leave in accordance with applicable laws and regulations.

SECTION 9 - EXCUSED ABSENCES

An excused absence is an authorized absence from duty without loss of pay and without charge to other paid leave. Periods of excused absence are considered part of an employee's basic workday even

though the employee does not perform his or her regular duties. Consequently, the authority to grant excused absence is used sparingly.

Tardiness: On occasion, conditions may develop during non-working hours which would make it difficult and/or hazardous for an employee to arrive at work on time but would not cause the office to close. In those cases, based on supervisory judgment, employees may be excused for tardiness for up to two (2) hours. However, employees are expected to make every reasonable effort to arrive at work on time. On an individual case basis, the State Director will consider granting administrative leave to an employee when dangerous and/or hazardous conditions exist and the employee has made every reasonable effort to get to work.

Closure: Prior to commencement of a workday, the Employer will notify each employee by phone, or a major broadcasting network, or other appropriate communication media. If the office supervisor determines to close all or part of the office for a short period due to unplanned events beyond the control of management or employees, which interrupt normal operations, administrative leave will be granted, unless other alternatives are available.

During the workday: The Employer will notify each employee by phone, e-mail or other appropriate means, if, the office supervisor determines to close all or part of the office for a short period due to unplanned events beyond the control of management or employees, which interrupt normal operations, administrative leave will be granted to employees, unless other alternatives are available. Employees on scheduled leave or sick leave, who are not scheduled to report to work that day, shall be charged for the whole day. However, if an employee leaves work early due to inclement weather, and the office is subsequently closed for early dismissal, the employee will be charged annual leave until the time of early dismissal.

Voting: Administrative leave may be granted to permit an employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever involves less time away from work. For example, if polls are open 6:30 a.m. to 6:30 p.m., an employee with duty hours of 9:00 a.m. to 5:30 p.m. may report to work at 9:30 a.m. If the polls are open to 8:30 p.m., no time will be given.

Physical examination of enlistment or induction: Excused absence may be granted to an employee to undergo medical examinations required by appropriate military authorities for enlistment or induction into the United States Armed Forces. This provision does not cover travel time outside the commuting area or situations in which the employee receives military compensation, can use military leave, or undergoes additional tests, examinations, treatments for conditions discovered or suspected as a result of the examination.

SECTION 10 - COURT LEAVE

Court leave will be administered in accordance with appropriate statutes and regulations, for those employees summoned to jury duty or to appear as a witness in a judicial proceeding in which either they are in an official capacity or a non-official capacity on behalf of a party to which the United States, the District of Columbia, or a State or local government is a party.

SECTION 11 - MEDICAL

Employees administratively required to submit to vaccinations, immunizations, or medical examinations required for continued employment will do so while in a duty status, without charge to leave.

SECTION 12 - RELIGIOUS LEAVE

Any employee may elect to work compensatory time for the purpose of taking time off without charge to leave when their personal religious beliefs require that they abstain from work during certain periods of a workday or workweek. Any employee who elects to work compensatory time for this purpose shall be granted (in lieu of overtime pay) an equal amount of compensatory time off (hour for hour) from his or her scheduled tour of duty. An employee may work such compensatory time before or after the grant of compensatory time off. A grant of advanced compensatory time off must be repaid by the appropriate amount of compensatory time work within a reasonable period. An employee's request to take compensatory time off for this purpose may be approved by his or her supervisor. If no productive compensatory time is available to be worked by the employee at such time as he or she may initially request, alternative times are to be arranged for the performance of the compensatory time work.

SECTION 13 - BLOOD DONATIONS

Employees will be given up to four (4) hours of administrative leave for which the employee would otherwise be in a duty status for the donation of blood.

ARTICLE 23

TRANSPORTATION SUBSIDIES

USDA Rural Development participates in the Transportation Equity Act for the 21st Century (TEA-21) by offering their employees a “pre-tax” program for transit subsidies.

ARTICLE 24

TELECOMMUTING (FLEXIPLACE)

SECTION 1 - Participation.

Flexiplace is a management option not an automatic right of the employee. Management may subsequently cancel or modify the Agreement in accordance with Section 7 of this Agreement. The employee will be allowed to withdraw from the program. Participation in the program requires an approved written Agreement signed by management and the employee (Form SCA-4072). In cases where the employee's previous duty station has been eliminated, accommodations will be made for assigning the employee to an alternate duty station based on available space within a reasonable proximity of his or her work assignment.

SECTION 2 - Official Worksite/Work Assignments.

All pay and leave entitlement will be based upon the employee's official duty station.

SECTION 3 - Work at Home.

The employee agrees to provide a work area within his/her home adequate to perform his/her official duties.

The individual designated as qualified by the USDA, Rural Development to ensure the proper maintenance of government owned equipment can evaluate such equipment at a central location such as the State Office, or other location within a reasonable proximity of the employee's official duty station. The employee will be allotted appropriate travel time and reimbursement for expenses incurred during such travel.

The employee will give notice to his/her supervisor at least thirty (30) days before he/she moves to a new home which will be used as the official home work-site so that arrangements can be made to move Government-owned equipment. The only exception will be in emergency situations.

Prior to starting the flexiplace program, the employee must submit a completed Self-Certification Safety Checklist for Home Based Telecommuters (Form SCA-4072A) and a Supervisory-Employee Checkout list (Form SCA-4072B). Answering No or Not Applicable (N/A) on Form SCA 4072A may not disqualify the employee from telecommuting.

The Government will provide to employees all available items necessary to perform duties such as telephone service for voice and facsimile transmission, and computer equipment. Property that is damaged, misplaced or stolen must be immediately reported to the supervisor.

By participating in this program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by standard and implementing regulations. The employee will be issued a Government calling card for

work-related long distance telephone calls, which must be made when in the field.

The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using the Government's equipment except to the extent the Government is held liable by the Federal Tort Claims Act or claims arising under the Military Personnel and Civilian Employees Claims Act.

The Government will also be responsible for the cost associated with and maintaining, in good operating condition, the equipment which it provides, which the employee uses as part of the employee's official duties.

The employee must obtain the approval of the supervisor concerning his/her duty hours prior to program commencement. The supervisor may approve subsequent changes to duty hours in advance.

SECTION 4 - Workers' Compensation

The employee is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties.

SECTION 5 - Work Assignments.

The employee will complete work assignments according to specified work procedures, guidelines and standards as stated in the employee's performance evaluation plan.

SECTION 6 - Protection of Government Records and Samples.

Employees will apply approved safeguards to protect Government records and samples from theft, unauthorized disclosure or damage and will comply with The Privacy Act requirements.

SECTION 7 - Termination of this Agreement

USDA Rural Development may only terminate this Agreement after notification with the Union and in accordance with Form SCA-4072, Exhibit 1, Item 18.

TELECOMMUTING EMPLOYEE/SUPERVISOR AGREEMENT

The following constitutes an agreement on the terms and conditions of the Telecommuting Agreement between:

Name of Employee

Agency

Name of Supervisor

1. Employee voluntarily agrees to work at the agency-approved alternative workplace indicated below and to follow all applicable policies and procedures. Employee recognizes that the telecommuting arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work. The terms of this agreement will be reviewed on an annual basis.
2. Employee's official tour of duty will be: _____
Employee will be working at the alternative worksite on the following days:

3. Employee's official duty station is located: _____
The alternative worksite is located: _____
A Self-Certification Safety Checklist has been satisfactorily completed and is attached to this agreement.
4. All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.
5. Unless otherwise instructed, Employee agrees to perform official duties only at the regular office or agency-approved alternative worksite. Employee agrees not to conduct personal business while in official duty status at the alternative worksite, for example, caring for dependents or making home repairs.
6. Employee's timekeeper will have a copy of the employee's scheduled telecommuting work hours. Employee's time and attendance will be recorded as if performing duties at the official duty station. Employee will record time and attendance on SCA-4070A, Time and Attendance Record, or an approved agency format, and forward it bi-weekly to their timekeeper. The method of reporting time and attendance does not obviate the employee's obligation to timely certify the records as true and accurate.

7. Employees must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.
8. Employee will continue to work in pay status while working at alternative worksite. If employee works overtime that has been ordered and approved in advance, s/he will be compensated in accordance with applicable law, rule and regulation. The employee understands that the supervisor will not accept the results of unapproved overtime work and will act vigorously to discourage it. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from telecommuting or other appropriate action.
9. Employee agrees to protect any Government-owned equipment and to use the equipment only for official purposes. The agency agrees to install, service, and maintain any Government-owned equipment issued to the telecommuting employee. The employee agrees to install, service, and maintain any personal equipment used. The agency agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long distance telephone calls.
10. Provided the employee is given advance notice (normally twenty four {24} hours), the employee agrees to permit inspections by the Government of the employee's alternative worksite at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government-owned property and worksite conformance with safety standards and other specifications in these guidelines.
11. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government is held liable by the Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.
12. The Government will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) whatsoever, associated with the use of the employee's residence. By participating in the Telecommuting program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.
13. Employee is covered under Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or the alternative worksite. Any accident or injury occurring at the alternative worksite must be reported immediately to the supervisor. Subsequently, the supervisor must investigate immediately and take appropriate action.
14. Employee will meet with the supervisor to receive assignments and to review completed work as requested.

15. Employee agrees to complete all assigned work according to guidelines and standards in the employee performance plan. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for canceling the alternative worksite arrangement.
16. Employee's performance must be fully successful or equivalent.
17. Employee will apply approved safeguards to protect Government/agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, P.L. 93-579, codified at section 552a, title 5 U.S.C.
18. An employee's involvement in the telecommuting program is voluntary and may be discontinued by the employee or the supervisor at anytime with appropriate notice (normally two [2] weeks). Management may remove an employee from the program if performance declines, the employee violates the terms of the telecommuting agreement or the program no longer benefits the organization's needs, without advance notice.
19. Employee agrees to limit his/her performance of his/her officially assigned duties to his/her official duty station or to agency approved alternative worksite. Failure to comply with this provision may result in loss of pay, termination of the telecommuting arrangement, and/or other appropriate disciplinary action.

Supervisor

Date

Employee

Date

Second-line Supervisor

Date

**Self-certification Safety Checklist for
Home-based Telecommuters**

The following checklist is designed to assess the overall safety of your alternative worksite. Please read and complete the self-certification safety checklist. Upon completion, you and your supervisor should sign and date the checklist in the space provided.

Name: _____ Organization: _____

Address: _____ City/State: _____

Business Telephone: _____ Telecommuting Coordinator: _____

The alternate duty station is: _____

Describe the designed work area in the alternate duty station.

A. Workplace Environment

- | | | |
|--|-----|----|
| 1. Are temperature, noise, ventilation and lighting levels adequate for maintaining normal level of job performance? | Yes | No |
| 2. Are all stairs with four or more steps equipped with handrails? | Yes | No |
| 3. Are all circuit breakers and /or fuses in the electrical panel labeled as to intended service? | Yes | No |
| 4. Do circuit breakers clearly indicate if they are in the open or closed position? | Yes | No |
| 5. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling)? | Yes | No |
| 6. Will the building's electrical system permit the grounding of electrical equipment? | Yes | No |
| 7. Are aisles, doorways, and corners free of obstructions to permit visibility and movement? | Yes | No |
| 8. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? | Yes | No |
| 9. Do chairs have any loose casters (wheels) and are the rungs and legs of the chairs sturdy? | Yes | No |
| 10. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? | Yes | No |

11. Is the office space neat, clean, and free of excessive amounts of combustibles? Yes No
12. Are floor surfaces clean, dry, level and free of worn or frayed seams? Yes No
13. Are carpets well secured to the floor and free of frayed or worn seams? Yes No
14. Is there enough light for reading? Yes No

B. Computer Workstation (if applicable)

15. Is your chair adjustable? Yes No
16. Do you know how to adjust your chair? Yes No
17. Is your back adequately supported by a backrest? Yes No
18. Are your feet on the floor or fully supported by a footrest? Yes No
19. Are you satisfied with the placement of your monitor and keyboard? Yes No
20. Is it easy to read the text on your screen? Yes No
21. Do you need a document holder? Yes No
22. Do you have enough leg room at your desk? Yes No
23. Is the screen free from noticeable glare? Yes No
24. Is the top of the screen eye level? Yes No
25. Is there space to rest the arms while not keying? Yes No
26. When keying, are your forearms close to parallel with the floor?..... Yes No
27. Are your wrists fairly straight when keying? Yes No

Employee's Signature

Date

Supervisor's Signature

Date

Approved Disapproved

Supervisory - Employee Checkout List

The following checklist is designed to ensure that your flexiplace employee is properly oriented to the policies and procedures of the telecommuting program. Questions 4, 5, and 6 may not be applicable to your flexiplace employee. If this is the case, simply state non-applicable or N/A.

Name of Telecommuting Employee: _____

Name of Immediate Supervisor: _____

- | | | | |
|----|---|-----|----|
| 1. | Employee has read guidelines outlining policies and procedures of the Telecommuting program. | Yes | No |
| 2. | Employee (has been issued/has not been issued) equipment. (Please circle one) | | |
| 3. | Equipment issued by the agency is documented. | Yes | No |
| | Check as applicable: | | |
| | computer | Yes | No |
| | modem | Yes | No |
| | fax machine | Yes | No |
| | telephone | Yes | No |
| | desk | Yes | No |
| | chair | Yes | No |
| | other _____ | Yes | No |
| 4. | Policies and procedures for care of equipment issued by the agency have been explained and are clearly understood. | Yes | No |
| 5. | Policies and procedures covering classified, secure, or privacy act data have been discussed, and are clearly understood. | Yes | No |
| 6. | Requirements for an adequate and safe office space and/or area have been discussed, and the employee certifies those requirements are met. | Yes | No |
| 7. | Performance expectations have been discussed and are clearly understood. | Yes | No |
| 8. | Employee understands that the supervisor may terminate employee participation at any time, in accordance with established administrative procedures and union negotiated agreements | Yes | No |

Supervisor Signature

Employee Signature

ARTICLE 25

EQUAL EMPLOYMENT OPPORTUNITY

The parties agree to actively support programs developed to provide equal opportunity in employment for all persons; to prohibit discrimination because of age, race, color, religion, sex, national origin, or mental or physical handicap; and to promote the realization of equal employment opportunity through continuing affirmative action, upward mobility and handicap accommodation programs.

ARTICLE 26

HEALTH AND SAFETY

SECTION 1

The Employer shall provide and maintain safe and healthy working conditions for all bargaining unit employees, using recognized safety precautions as a guide. The Union and the Employer shall cooperate by instructing and encouraging all members of the unit to observe safety precautions, such as OSHA regulations, and to work in a safe manner.

SECTION 2

a. The Union will cooperate and encourage all bargaining unit employees to work in a safe and healthy manner. The parties recognize that each employee has the primary responsibility for his/her own safety and is, for that reason, also responsible for promptly bringing any unsafe working conditions to the attention of his/her supervisor.

b. The Employer will notify the Union before it investigates possible unsafe working conditions, and the Union may: (1) elect to accompany the Employer in its investigation; and (2) recommend appropriate corrective action. The Employer will, if warranted, take prompt appropriate action to correct the unsafe condition.

c. The Employer will not subject any employee to restraint, interference, coercion, discrimination or reprisal because they report unsafe or unhealthy working conditions and/or participate in the Employer's wellness program activities.

SECTION 3

The Employer shall notify the Union as soon as possible after a disabling accident has occurred involving a bargaining unit employee. Such notice shall identify the employee(s) by name, occupation and shall include a description of how the accident occurred.

SECTION 4

All on-the-job injuries, whether or not such injuries at the time are considered to be disabling, will be reported immediately to the supervisor.

SECTION 5

If an employee suffers on-the-job injury, the Employer will act appropriately to obtain for the employee (i) emergency medical treatment and/or (ii) transportation to an appropriate medical facility. When an injury renders an employee incapable of driving home, the Employer will take appropriate action permitted by law to arrange transportation for the employee.

SECTION 6

a. In the event that an employee sustains a serious on-the-job injury that requires hospitalization and renders the employee unable to notify their family or results in death, the Employer will notify the employee's family, or next of kin, as appropriate. Employees are responsible for filing a written designation of whom to contact with their supervisor.

b. An employee may decline to perform a task when (a) the employee reasonably believes that doing so subjects him/her to a significant and imminent risk of death or serious injury, and (b) the available time is insufficient for seeking effective redress through normal hazard reporting and abatement procedures. In such circumstances, the Employer will not assign the employee to perform such work, nor will it discipline the employee for refusing to perform the work.

SECTION 7

a. The Federal Employee's Compensation Act authorizes compensation for medical services needed to provide treatment or to counteract or minimize the effects of any condition which has been caused, in whole or in part, by Federal employment. Employees are responsible for contacting the Employer and initiating claims (e.g., by filing a form CA-1 or CA-2) to facilitate this provision.

b. The Employer shall pay for all examinations that it orders or offers. Employees must pay for a medical examination conducted by a private physician (or practitioner) where the purpose of the examination is to secure a benefit sought by the employee (5 CFR 339.304).

SECTION 8

Medical records will be disclosed only upon an employee's written permission. However, even if it receives an employee's permission in writing, the Employer may refuse to disclose a medical record that concerns a mental or other condition of such a nature that a prudent physician would hesitate to inform a patient: (a) that the patient has it; and/or (b) the condition's exact nature; and/or (c) the condition's probable outcome.

SECTION 9

If the Employer requires employees to use and/or wear special equipment, the Employer shall furnish such equipment to those employees at no cost. Employees shall use such equipment for official purposes only. The Employer will also provide first aid kits and insure that fire extinguishers are provided in each office and government vehicle.

SECTION 10

A safety suggestion made by an employee, which is not acted upon or responded to in a reasonable length of time, may be reported to the steward.

SECTION 11

When required by medical authority, the Employer will permit Bargaining Unit Employees who operate computers, i.e., Video Display Terminals (VDTs), for extended periods of time to take a few minutes about every hour to stretch or rest their eyes.

SECTION 12

a. The Employer shall maintain safe and healthful indoor air quality by conforming to laws, guidelines, regulations and/or policies issued by federal regulatory agencies such as OSHA, EPA, and GSA. Whenever the Employer or an appropriate health and safety official determines that a working condition is unsafe or unhealthy, the Employer will rectify the condition as soon as reasonably possible. If it cannot do so promptly, the Employer will develop an abatement plan for doing so and will inform the affected employees of the plan's provisions.

b. In the event of a significant problem concerning indoor air quality or building-related-illness, the Employer shall arrange for an on-site investigation/inspection that satisfies the standards of the GSA Federal Property Management Regulations and the American Society of Heating, Refrigerating and Air Conditioning Engineers, the protocols of OSHA, or the American Conference of Government Industrial Hygienists.

c. The Employer shall maintain ventilation efficiency that complies with engineering standards.

d. In all facilities, the Employer shall:

1. Take appropriate measures to minimize and/or eliminate the impact of contamination from outside sources such as garages, cooling towers, building exhausts, etc. If the levels of such contaminants become health-threatening, the Employer will seek to either relocate or evacuate the facility.

2. The Employer will make reasonable efforts to provide comfortable humidity and temperature control.

3. When (a) the Fahrenheit temperature in an office drops below 65 degrees or rises above 80 degrees and (b) the condition cannot be rectified within two (2) hours or the utilities are inoperable, the Employer will make other arrangements, not excluding the possibility of dismissing employees and approving excused absence or "administrative leave", providing no work exists which can be performed out of the office (e.g. field visits).

e. Microbial Contamination

1. The Employer will eliminate or control all known and potential sources of microbial contaminants by assessments and appropriate response to all areas where water collection and leakage has occurred including floors, roofs, HVAC cooling coils, drain pans, humidifiers

containing reservoirs of stagnant water, air washers, fan coil units, and filters. Such response will normally require prompt cleaning and repair of contaminated areas.

2. The Employer will also:

a. Clean and disinfect or remove and discard porous organic materials that are contaminated (e.g., damp insulation in ventilation system, moldy ceiling tiles, and mildewed carpets); and

b. Clean and disinfect non-porous surfaces where microbial growth has occurred with detergents, microbicides, or other biocides, and insure that these cleaners have been removed before air handling units are turned on. In any leased space, the Employer will deal with the lessor and/or GSA to achieve these objectives.

SECTION 13

If a competent medical authority decides an employee is physically unable to perform his/her assigned duties, the Employer will make a reasonable effort to reassign the employee to another comparable grade position for which they are qualified and whose duties can be performed within the limitations identified by the medical authority. It is recognized that, in some cases of this type, a brief period of training while on the job may be required in order to permit the employee to adjust.

SECTION 14

In the event that:

- (i) a medical determination from appropriate medical authority is made that an employee can return to work with certain restrictions/limitations on activities, and
- (ii) there is work within the activity that can be performed within those restrictions/limitations,

the employee will be directed to return to work, will return to work, and will be assigned to work consistent with those limitations until:

- (1) the limitations have been removed or changed; or
- (2) the employee is separated or reassigned; or
- (3) the employee is retired or retires for disability.

SECTION 15 - Federal Worker's Compensation – Continuation of Pay

a. When an employee is injured in the performance of his or her duties, the Employer shall: (1) inform him/her of the procedures for filing a claim for benefits under the Federal Employees' Compensation Act; (2) supply the appropriate forms to the employee for completion; and (3) advise and assist the employee in filing the appropriate forms.

b. An injured employee returning to work with a medical certificate verifying the employee is partially recovered and able to work restrictively will be considered for light duty. The Employer will make every effort to locate light duty work as provided in 5 CFR part 343.306.

SECTION 16

The Employer will establish a Health and Safety Committee. The Committee will consist of two (2) bargaining unit members and two (2) management personnel. This Committee will be responsible to monitor the safety of employees' work conditions, reporting unsafe conditions to the State Director, and assisting in the correction(s) of unsafe conditions. The Employer will cooperate with the Committee in promoting safety on the job.

SECTION 17

Smoking cessation classes will be made available to all employees who wish to quit smoking. Attempts will be made to utilize programs at locations convenient to the employee's worksite. Attendance by an employee for the duration of the first program will be charged to administrative leave. The cost of the initial program will be borne by the Employer within budget restrictions not to exceed \$50.00.

ARTICLE 27

SURVEYS

The Union will be given an advance copy of and an opportunity to comment on the contents of any questionnaire fifteen (15) workdays prior to the distribution to bargaining unit employees.

ARTICLE 28

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1

Disciplinary action for the purpose of this article is defined as a formal written reprimand, letter of caution or a suspension from employment for fourteen (14) calendar days or less.

An adverse action for the purpose of this article is defined as a reduction in grade, removal, or suspension for more than fourteen (14) days or a furlough without pay for thirty (30) days or more.

The parties agree that the concept of progressive discipline envisions the use of discipline and adverse action as a method of correcting employee conduct rather than as punishment. The effective use of progressive discipline requires timely application of sanctions to deal with the problem. However, the parties also recognize that circumstances may arise where the concept of progressive discipline may not be appropriate (i.e. immediate removal for proven cases of violence, major theft, etc.) or where the timely application of discipline or adverse action may not be possible (such as when an investigation or criminal proceeding must first be completed). In all cases, the employer will afford the employee all procedural and other rights to which the employee is entitled.

SECTION 2

A bargaining union employee receiving a notice of proposed disciplinary or adverse action is entitled to self-representation, to union representation, or to other appropriate representation. When the employee chooses to be represented by the union, the representative will be entitled to advance notice and to be present at any meeting between the employee and the employer to discuss the disciplinary or adverse action taken against the employee.

SECTION 3

When the Employer proposes disciplinary/adverse action, the following procedures will apply:

The Employer will provide the employee with at least thirty (30) calendar day's advance written notice of an adverse action (ten [10] calendar days notice of a suspension of fourteen (14) calendar days or less). The notice will state the reasons for the proposed adverse action, with sufficient detail to enable the employee to understand the reasons for the action. The employee will be granted eight (8) hours of official time to prepare any reply with the understanding that an extension of time may be granted. The employee may respond orally and/or in writing within ten (10) calendar days from receipt of the notice, and may furnish affidavits and other documentary evidence in support of their response. The employee may be granted an extension of the reply period, at the discretion of the deciding official, provided that the employee provides demonstrated and valid reasons requiring such an extension. After receipt of the written and/or oral response, or the termination of the notice period, whichever comes first, the Employer will issue a written decision to the employee which shall include a statement of the

employee's appeal rights. All adverse actions and suspensions of fourteen (14) days or less will be based on reasons specified in the advance notice.

An employee against whom a disciplinary action is taken under this article is entitled to appeal through the negotiated grievance procedure of this agreement.

An employee against whom an adverse action is taken under this article is entitled to appeal through statutory procedures or through the negotiated grievance procedure of this agreement, but not both.

SECTION 4

The evidence file on which the notice is based, which includes statements of witnesses, documents and any investigative reports or extracts therefrom, will be assembled and provided to the appellant and their representative in accordance with applicable law, rule, and regulation. Any evidence, which is not disclosed, will not be used by the Employer to support their reasons in the notice.

The Union will be provided with a summary statistical report on the number of disciplinary and adverse actions taken by the Employer.

SECTION 5

The appellant will be in a duty status during the notice period unless the crime provision is invoked. When circumstances are such that the retention of the appellant in a duty status may result in damage to the Employers property or may be determined to not be in the best interest of the Employer or employees of the Employer, they may be assigned to other duties or placed on administrative leave.

SECTION 6

If, upon appeal, the action is not sustained and the Merit Systems Protection Board (MSPB) directs the Employer to reinstate and make whole the appellant, the Employer will comply with the MSPB decision within the time limits set by MSPB.

ARTICLE 29

ALTERNATIVE DISPUTE RESOLUTION (GRIEVANCE)

SECTION 1 – Purpose

Alternative Dispute Resolution (ADR) is to promote principles and practices that will contribute to an improved working relationship. This process will demonstrate a commitment to a positive approach and joint ownership of concerns and solutions. It is intended to resolve disputes quickly and informally.

SECTION 2 – Policy

a. Bargaining unit employees/Union may opt to use the ADR process for employee grievances at any stage of the grievance process prior to arbitration. The Union/Employer may opt to use the ADR process after the decision is issued for Union/Employer grievances or if no decision is issued. The ADR program may only be utilized once per bargaining unit employee grievance.

b. This process does not take away statutory rights.

c. ADR is purely voluntary - participation is open to all aggrieved parties (employees, Union and Employer), who agree in writing to participate (Attachment A).

d. ADR is confidential. The parties will be advised that the contents of the mediation discussion are confidential. All notes will be destroyed at the close of mediation. Each party will have a copy of the ADR Agreement. The original agreement will be maintained in the Personnel Office and a copy will be given to the Union.

e. All agreements signed by parties are binding (see Attachment B).

f. Any issue may be considered for mediation.

g. Commitment to employee education on the mediation process.

SECTION 3 – Participants

The ad hoc groups, usually consisting of the disputing parties and a neutral ADR facilitator will normally make up the ADR task group. Either party may have a support person present. The mediator may request the presence of an Administrative Officer/Human Resources Manager and the Union representative to ensure an agreement does not violate the Labor Management Agreement, law, rule or government wide regulation.

SECTION 4 - Procedures

Once the aggrieved employee determines he/she wants to use the ADR process he/she will contact the Administrative Officer/Human Resources Manager and or the Union representative. Within one (1)

workday, the Administrative Officer/Human Resources Manager or the Union Representative will inform the other party of an employee's desire to utilize the ADR process. Within five (5) workdays, the Personnel Office or the Union Representative will set up the initial mediation session using the Federal Mediation and Conciliation Service. If needed, a second mediation session will be scheduled within five (5) workdays of the initial session. If the issue is resolved, a copy of the agreement will be forwarded to the Personnel Office and the Union and the process will stop. If the issue is not resolved, the formal grievance process will be utilized.

**AGREEMENT FOR ALTERNATIVE DISPUTE RESOLUTION
(ATTACHMENT A)**

I agree to enter this ADR meeting in good faith. I will sincerely attempt to resolve this dispute, agree to cooperate with the ADR Facilitator assigned to this case, and give serious consideration to all suggestions made in regard to developing a solution to the problem. This process is confidential.

I understand that the ADR Facilitator assigned to this case will not be serving as an advocate. His/her sole function is to act as a neutral facilitator.

I agree that ADR sessions are confidential settlement negotiations and that all offers, promises, conduct, and statements, whether written or oral, made in the course of the proceedings are inadmissible in any formal proceedings regarding this dispute.

I also agree not to require the ADR Facilitator to testify or produce records, notes, or work products in any future proceedings and that no recordings or stenographic records will be made of the meetings.

Aggrieved Employee: _____ Date _____

**ALTERNATIVE DISPUTE RESOLUTION (ADR) SETTLEMENT AGREEMENT
(ATTACHMENT B)**

In accordance with the USDA Rural Development Alternative Dispute Resolution Agreement, we have participated in an ADR Ad Hoc Task Group on _____, and being satisfied that we have reached a fair and reasonable settlement, hereby agree as follows:

The above is a binding agreement to the extent permitted by law and regulation. Settlement of the issues is made with no blame or admission of guilt or wrongdoing by any party to the agreement. The parties voluntarily enter into the settlement.

Date this _____ day of _____

Employee _____

Supervisor _____

ARTICLE 30

GRIEVANCE PROCEDURE

SECTION 1

The purpose of this article is to establish a procedure for the prompt and equitable settlement of grievances. A grievance means any complaint by (a) any employee concerning any matter relating to the employment of the employee; (b) the Union concerning any matter relating to the employment of any employee; or (c) any employee, the Union or the Employer concerning the effect or interpretation or a claim of breach of the collective bargaining agreement, or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment. This procedure shall be the exclusive procedure for resolving such complaints except for the following matters, which are specifically excluded from the procedure:

- a. Any claimed violation of Sub Chapter III of chapter 73 of 5 USC (relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal for national security reasons (Section 7532 Title 5 USC);
- d. Any examination, certification or appointment;
- e. The classification of any position which does not result in the reduction-in-grade or pay of an employee;
- f. Non-selection for promotion from a group of properly ranked and certified candidates, unless the complaint alleges pre-selection or that a pattern of discrimination exists;
- g. An action terminating a temporary promotion;
- h. The discharge of a probationary or temporary employee.

SECTION 2

Employee(s) utilizing the negotiated grievance procedure will have the right to be accompanied, represented and/or advised by the Union. In addition, an employee and/or group of employees have the right to present or process a grievance under this procedure on their own behalf. In such cases, the Union will be afforded the opportunity to be present, on official time during any and all formal discussions/meetings, between the Employer and the grievant(s) relating to the grievance filed.

SECTION 3

If the employee(s), the Union or the Employer fails to elevate a grievance within the time limits prescribed within this procedure, the grievance will be considered terminated. However, time limits

may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit.

SECTION 4

All grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step upon written notification.

SECTION 5

If available, evidence and supporting documentation, which is relevant to the resolution of the grievance, will be introduced at each step of the negotiated grievance procedure. For the purpose of this agreement, evidence includes, but is not limited to, both oral and written presentation of facts. Individuals attending grievance meetings will be allowed official time for the duration of scheduled meetings.

SECTION 6

The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance by an employee shall not cast any reflection on the employee's standing with the Employer or on their loyalty and desirability to the organization, nor will the grievance be considered as a negative reflection on the Employer or the Union.

SECTION 7

Except in the case of disciplinary actions, the Union and the Employer may agree that individual identical grievances will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The decision thereon will be binding on all others in the related grievances.

SECTION 8

In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer and the Union agree to raise any question of grievability or arbitrability of a grievance as soon as possible but no later than the issuance of the written decision in the Step 2 of the grievance procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

SECTION 9

The following procedures are established for the resolution of grievances:

Employee Grievances:

Step 1

Grievances shall be presented in writing by the aggrieved employee(s) and or Union representative to the first line supervisor or the management official/supervisor who gave rise to the grievance. All grievances must be presented in writing within fifteen (15) workdays after receipt of the notice of action, occurrence of the incident or knowledge of the incident (whichever occurs first). As a minimum, the grievance will contain:

- a. The grievant(s) name, duty assignment and telephone number;
- b. The specific nature of the grievance, including the identification of any provisions of the Labor Management Agreement alleged to have been violated, if known, the provisions of any law, rule and/or regulation affecting conditions of employment alleged to be violated;
- c. The remedial action desired, and;
- d. The name, addresses and telephone number of the designated representative. The supervisor receiving such grievance shall meet with the employee and/ or representative within ten (10) workdays of receipt of the grievance. The supervisor shall render a decision in writing to the employee and the Union within ten (10) workdays after the meeting.

Step 2

The grievance must be presented by the employee and/or designated representative to the second level supervisor within ten (10) workdays after the decision rendered at Step 1. The next level supervisor shall meet with the employee and the representative within ten (10) workdays of receipt of the grievance. The supervisor shall render a written decision within ten (10) workdays. A copy of the decision shall be provided to the Union.

Step 3

When a grievance reaches Step 3, it will be considered formal. The State Director or his designee receives all formal grievances in writing. The grievance must be presented by the employee and/or designated representative to the State Director or his designee within ten (10) workdays after the decision rendered at the Second Step. Upon request of the Union, the State Director or his designee shall meet with the employee and/or the representative within fifteen (15) workdays of receipt of the grievance. If no meeting is held, a final decision will be issued in writing within ten (10) workdays of receipt of the grievance. If a meeting is held, the decision will be issued within twenty (20) workdays of the meeting. If the grievant is not satisfied with the decision of the State Director or his designee, the Union may invoke arbitration in accordance with Article 31. A copy of the decision shall be provided to the Union.

Step 4

If no decision is issued at step 3, or the grievance is denied, the Union may invoke arbitration.

Employer and Union Grievances:

When the Employer or the Union decides to file a grievance, it will do so by filing the grievance in writing directly with the other party for resolution within thirty (30) calendar days after receipt of notice of the action, occurrence of the incident or knowledge of the incident, (whichever occurs first). The submission of Union grievances will be through the State Director. The submission of Employer grievances will be through the Union Vice-President. As a minimum, the grievance will indicate the specific nature of the grievance and the remedy desired and, where appropriate, the article(s) and section(s) of the agreement involved and any law rule or regulation violated. The parties shall meet within fifteen (15) workdays of receipt of the grievance in an attempt to resolve the grievance. If the matter is not resolved at this meeting, a written decision will be issued within fifteen (15) workdays of the close of the meeting. If the aggrieved party is dissatisfied with the reply, the aggrieved party may submit the grievance to arbitration.

SECTION 10

The time limits in this article may be extended by mutual agreement of the parties.

ARTICLE 31

ARBITRATION

SECTION 1

Only the Union or Management may refer any grievance that remains unresolved after the final step under the procedures of Article 29 and 30 to arbitration. A notice to invoke arbitration shall be in writing to the opposite party. Such notice shall be made within thirty (30) calendar days after receipt of the written decision rendered in the final step of the grievance procedure or after the decision of the ADR process.

SECTION 2

The parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance procedure.

SECTION 3

Within seven (7) calendar days from receipt of the arbitration request, either party shall request the Federal Mediation Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Employer and the Union will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure. When only one (1) name is left, he/she shall be the duly selected arbitrator.

SECTION 4

The cost of the arbitration shall be shared equally by the parties. If either party requests a transcript, they shall be responsible for its costs.

SECTION 5

The arbitration hearing shall be held at the facility normally during the regular day shift hours of the basic workweek. Management and the Union agree that only those parties necessary and relevant to the hearing will participate in the hearing, including witnesses. The arbitrator has the final authority to determine witnesses. Employees of the facility and otherwise in a duty status shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

SECTION 6

The arbitrator will be requested to render his/her decision as quickly as possible, but in any event, not later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree.

SECTION 7

The arbitrator's award will be binding on both parties, except either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

ARTICLE 32

EMPLOYEE AND REPRESENTATIVE TRAVEL FOR GRIEVANCES AND ARBITRATION

Subject to USDA Rural Development budget restrictions, the Employer will pay the travel expenses and per diem of the grievant and employee Union representative for the grievance and/or arbitration in accordance with applicable travel regulations. GOVs may be used when available.

ARTICLE 33

UNION REPRESENTATIVES AND OTHERS PERMITTED ON GOVERNMENT PROPERTY

The Employer agrees to recognize employees of the Union, attorneys, and other representatives duly authorized by the Union. Union employees having a need to visit will be granted permission subject to operational and security considerations.

ARTICLE 34

DUES WITHHOLDING

SECTION 1

The Parties agree that any employee who is a member of the bargaining unit, and who is a member in good standing of the Union, may authorize an allotment of pay for the payment of their dues for such membership. Dues will not be withheld from an employee whose net salary, after legal and required deductions is not sufficient to cover the amount of the authorized allotment, such as when the employee has had a period in a non-pay status (leave without pay, suspension or furlough).

SECTION 2

The procedures and effective dates of authorization shall be as follows:

The Union agrees to inform each of its members in the Bargaining Unit of the nature of authorizing allotment of pay to cover dues, the prescribed procedure for authorizing the allotment, conditions that will cause the amount of an allotment to change without the employee's direct action, and the provisions and procedures for exercising their prerogative of revoking an allotment on an annual basis.

The Union agrees to acquire (at its own expense) and to make available to members who request it, the prescribed allotment form (SF-1187) and the prescribed revocation of allotment form (SF-1188). A completed SF-1187 must be processed through the Union for approval, but a SF-1188 may be submitted directly to the Office of Human Resources Management. Employees must complete form SF-1187, for initiating an allotment, and form SF-1188 for terminating an allotment.

The Union shall be responsible for the proper completion and certification of the SF-1187 by completing Section "A" of the form. Certified allotment forms will be submitted to the Office of Human Resources Management. The Human Resources Management shall verify the member's inclusion in the bargaining unit and forward verified allotments to the appropriate payroll office. The Personnel Unit will return unverified allotment forms to the Union, with an explanation, as soon as practicable after receipt.

A properly completed, certified, and verified allotment will be effective at the beginning of the first pay period following receipt of the form in the appropriate payroll office, and will continue in effect until the allotment is changed or terminated in accordance with the provisions of Section 3 and 4.

SECTION 3

Allotted dues will be withheld from the regular bi-weekly payroll. The amount to be withheld shall be the amount of the regular dues of the member, as specified on the SF-1187 or as governed below, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees.

If the amount of the regular dues is changed by the Union, the President of the Union will notify the Personnel Unit, at least six (6) days prior to the change of the new rate and the effective date of the amended dues structure. The new rate will be withheld as soon as possible after receipt of notice, unless the Union specifies a later date. New allotment forms will not be required. No more than one (1) change in the amount of the allotment shall be made during a calendar year.

SECTION 4

The Employer will terminate an allotment:

If the Union loses its certification to the bargaining unit, or if this Agreement is suspended or terminated by appropriate authority. The termination will be effective at the beginning of the first pay period following the effective date of the loss of certification, or termination or suspension of this Agreement.

When an employee ceases to be a member of the bargaining unit, the allotment will be terminated at the end of the payroll period in which the employee last served in a position covered by the Certified Bargaining Unit. The Union will notify the Human Resources Management, within five (5) workdays, when an employee with a current allotment authorization ceases to be a member in good standing.

Upon receipt of notice from the Union that the employee is no longer a member in good standing, the allotment will be terminated at the beginning of the first pay period after receipt by the payroll office of such notification.

When an employee executes and sends to the Human Resources Management a completed revocation of allotment form SF-1188 prior to the allotment's anniversary date, the allotment will be terminated the first full pay period after the allotment's anniversary date. The Union will submit to the Human Resources Management, within five (5) workdays, any completed written revocation of allotment received by the Union. The Human Resources Management will send the Union a copy of each SF-1188 it receives within five (5) workdays of receipt.

SECTION 5

In as much as possible, promptly after completion of each bi-weekly payroll deduction, the Human Resources Office will remit pertinent information to the USDA, National Finance Center (NFC) in New Orleans, Louisiana, of the amount due the Union. The Union agrees to keep the Human Resources Management currently informed as to the name, title, and address of the Union official authorized to receive the amount due the Union. The Human Resources Management will ensure this information is forwarded to the NFC officials.

SECTION 6

The parties recognize that administrative errors occur. Therefore, if dues deductions were inadvertently deducted from an employee's pay without authorization, the Union will promptly refund the amount of the erroneous remittance. If dues were not deducted from the employee's pay, the agency will deduct

no more than \$10.00 of additional dues deductions for the succeeding pay periods until the correct amount is deducted and remitted to the Union.

SECTION 7

Nothing in this agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary written authorization by a member for the payment of such dues through payroll deductions.

ARTICLE 35

UNION REPRESENTATIVES/OFFICIAL TIME

SECTION 1

The obligation to represent the employees of a unit requires that Union representatives have reasonable access to bargaining unit employees and responsible management representatives of USDA Rural Development for the State of New Jersey.

SECTION 2

The Union will provide the Employer a list of the names of each of its Union representatives during the first week of each calendar year. The Union shall update the lists within ten (10) workdays of any changes.

SECTION 3

The Employer agrees to recognize Union Representatives to be designated by the Union. The designated Union Representatives will be authorized a reasonable amount of official time for representational activities pursuant to the terms and conditions of this Agreement, and Chapter 71 of Title 5 of the U.S. Code. However, in accordance with the U S Code, such official time does not extend to such activities as solicitation of membership, collection of dues, campaigning for officers, or other matters pertaining to the internal business of the union.

SECTION 4

The Union recognizes its responsibility to ensure that union representatives do not abuse their authority by unduly absenting themselves from their assigned work areas and that they will make every effort to perform their authorized functions in an expeditious manner.

SECTION 5

The Union agrees that prior to conducting representational duties, authorized union representatives shall first request permission from their supervisor and, if applicable, the supervisor of the employee to be contacted. The form entitled Requests for Official Time (Exhibit A) will be used to request and report official time and must be completed in it's entirety to allow completion of the individual's Time and Attendance report. Permission will normally be granted unless such absence would cause an undue interruption of work of either the representative or the employer. If the union official or employee cannot be spared at that time, the supervisor shall inform the official of the time that permission may be granted.

SECTION 6

Union representatives will be authorized a bank of 240 hours of administrative leave annually during the life of this agreement to attend appropriate labor relations training provided that the subject matter

of the training is of mutual benefit to the employer. Requests will be made in writing to the Human Resources Management Office. Requests will be submitted as far in advance as possible. Requests will include a copy of the agenda or program and a description of the training for which the administrative leave is requested. If representative's request is denied, the Union will be notified in writing as to reason for the denial. Requests for additional time will be considered on an ad-hoc basis.

EXHIBIT A
Request for Official Time

Part A – to be completed by Union representative as soon as possible after the need for official time is recognized.

Union Representative Name: _____

Date: _____

I hereby request official time on _____ from _____ a.m./p.m. to _____

a.m./p.m. (This is an estimate of official time needed.)

Purpose: *Check appropriate line.*

Grievance _____

Impact and Implementation Bargaining _____

Training _____

Contract Negotiations _____

Reorganization Meetings _____

Consultation by Telephone _____

Other _____

Union Representative's signature and date: _____

Part B – to be completed by authorizing official

Request approved: _____

Request disapproved: _____

Reasons for disapproval (if applicable):

Authorizing Official's signature and date: _____

Part C – to be completed by Union representative upon returning to work site

Time actually left work site a.m./p.m.: _____

Time returned to work site a.m./p.m.: _____

Amount of time used (minutes/hours): _____

Date: _____

Union Representative's Signature: _____

ARTICLE 36

FACILITIES AND SERVICES

SECTION 1

The Employer agrees to provide the Union with the means to perform its representative functions by providing the Union, at no cost, with (1) reasonable access to the Agencies fax machine/copier, (2) a mailbox in the mailroom designated by the Union, (3) access to a phone with long distance/FTS capability, (4) a lockable filing cabinet at each duty location of each representative of the Union, and (5) a personal computer and printer with standard software, programs and capabilities compatible with the Agencies technology and E-mail/Internet. As with all other government employees, Union representatives are responsible under the Standards of Conduct and other applicable regulations for ensuring that the above will be used only for official use and authorized purpose and will not be put to uses that would reflect adversely on the Employer.

SECTION 2

A bulletin board will be provided for the Union for placement of Union literature next to all civilian boards located within the Employer's space in close proximity to where bargaining unit employee's work. Union bulletin boards will be at least nine (9) square feet. Union bulletin board maintenance will be conducted only during lunch periods or other non-work hours. Concerns over Union bulletin boards will be brought to the attention of the Union so that the condition can be remedied promptly. Material, which does not violate any law, Executive Order, regulation of appropriate authorities, or this agreement, or does not reflect on the integrity or motives of any individuals, government agencies or activities of the Federal Government may be posted on official bulletin boards. All costs incidental to the preparation, posting, and/or distribution of internal union material shall be borne by the Union.

SECTION 3

The Employer agrees to print this Agreement. The Employer will be responsible to furnish a copy of this Agreement to each employee in the bargaining unit. The Employer will furnish a copy of this Agreement to each new employee during new-hire orientation.

SECTION 4

On site parking will be made available for bargaining unit employees. The Employer will also provide reasonable accommodations for parking for bargaining unit employees with disabilities.

ARTICLE 37

OFFICE RELOCATION

Bargaining unit employees are eligible to receive the benefits of a moving allowance if their duty location is relocated and the employees commuting distance to the new duty location is greater than ten (10) miles and in accordance with Federal Travel Regulations.

ARTICLE 38

MID-TERM BARGAINING

SECTION 1

The Employer agrees to give the Union notice of any proposed change in conditions of employment. Unless other timelines are mutually agreed to, the Union will have ten (10) working days from receipt of the proposed change, to request discussion and/or negotiations on the proposals, and fifteen (15) subsequent working days from receipt of the proposed change to provide written proposals, if needed. The parties will then meet to negotiate within ten (10) working days.

SECTION 2

When both parties have in good faith considered each other's proposals and counterproposals and cannot reach an agreement, either party may declare impasse and the services of a mediator from the Federal Mediation and Conciliation Services may be requested. Should the efforts of the mediator fail to resolve the impasse and the mediator declares an impasse, either party may petition the Federal Service Impasses Panel (FSIP). The current provisions of the contract will remain in full force and effect until a satisfactory resolution of the dispute or a remedy imposed by the Federal Service Impasse Panel.

SECTION 3

If the Agency inadvertently implements a change that impacts employees without notifying the Union or without providing the opportunity to bargain, the Agency upon notification will make every reasonable effort to cease the practice, where possible. The Union will then be provided information and the opportunity to negotiate over the changes before implementation continues.

ARTICLE 39

DURATION

SECTION 1

This agreement and any supplemental agreements will remain in full force and effect for three (3) years from the date of original approval by the United States Department of Agriculture Labor Relations as provided by 5 USC 7114(c).

SECTION 2

This agreement, except for the duration period, may be subject to opening by the Parties in accordance with the following conditions:

- a. As required by changes made to applicable laws and rules from higher authority after the effective date of this agreement.
- b. By mutual consent of the parties, at any time after the contract has been in effect for at least six (6) months.

SECTION 3

Either party may give written notice to the other not more than one hundred five (105) nor less than sixty (60) calendar days prior to the expiration date of this agreement of its intention to reopen, amend or modify the agreement.

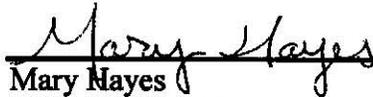
SECTION 4

If neither party serves notice that it wishes to renegotiate this Agreement, it shall continue in effect for an additional one (1) year period, subject to the provisions of this Article.

In witness thereof the parties hereto have agreed to this basic Labor-Management Relations Collective Bargaining Agreement.



Helene Toner
Administrative Program Director
USDA/Rural Development New Jersey



Mary Hayes
Unit Vice President
Local 2831, American Federation of
Government Employees

4-13-09

Date

April 10, 2009

Date

MEMORANDUM OF AGREEMENT

Effective October 1, 2008, bargaining unit employees of USDA Rural Development New Jersey will be covered by the provisions of RD Instruction 2060-A, "Rural Development Performance Appraisal", dated October 1, 2008.

/s/ Helene Toner

Helene Toner
Administrative Program Director
USDA/Rural Development New Jersey

/s/ Mary K. Hayes

Mary Hayes
Unit Vice President,
Local 2831, American Federation of
Government Employees

/s/ 12-16-08

Date

/s/ December 16, 2008

Date